

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

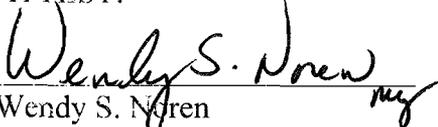
In the County Commission of said county, on the 14th day of May 20 15
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid
20-17APR15 – Road Fog Seal Term & Supply to Christensen Construction Company of Kingdom
City, MO.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered
the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of May, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: May 6, 2015
RE: Bid Award Recommendation: *08-24FEB15 – Used Telecommunication Equipment Shelter*

Request for Bid *08-24FEB15 – Used Telecommunication Equipment Shelter* closed on February 24, 2015. Two vendors responded with six shelters bid. Dave Dunford, our Radio Consultant, recommends award to Cellsite Solutions, LLC of Cedar Rapids, Iowa for offering the lowest and best bid. Contract award is \$21,625.

Invoice will be paid from department 4101 – ECC Radio & Technology, account 71201 – Construction Costs. \$13,000 was estimated for this purchase by our radio consultant. \$518,224 remains in the account at this time.

ATT: Evaluation Memo per Dave Dunford
Bid Tab

cc: Bid File
Karen Miller, Commission
Dave Dunford, Radio Consultant
Frank Kirk, Mission Critical Partners

2015 Pavement Preservation

GSB-88 Fog Seal

Revised: Preliminary

Project	Description	Length (ft.)	Quantity (SY)	Approx. Rate (gal/sy)
Millbrook Dr	Asphalt portion	1,260	4,286	0.10
Essex Ct	Entire Length	225	851	0.10
Millbrook Ct	Entire Length	200	774	0.10
West Lexington Cir	Millbrook Dr to Gerogetown Dr	429	1,227	0.10
Pickford Pl	Millbrook Dr to Gerogetown Dr	480	1,331	0.10
Georgetown Dr	Georgetown Sub (asphalt portion)	2,781	11,657	0.10
Hastings Ct	Meadowbrook West Sub	217	1,015	0.10
Atlas Ct	Meadowbrook West Sub	198	825	0.10
Salem Dr	Meadowbrook West Sub	1,516	4,310	0.10
Kendalwood Rd	Meadowbrook West Sub	1,204	4,116	0.10
Hartford Rd	Meadowbrook West Sub (asphalt portion)	768	2,574	0.10
Grandview Cir	Meadowbrook West Sub	1,887	5,706	0.10
Knox Dr	Meadowbrook West Sub (asphalt portion)	1,674	4,644	0.10
Baxter Ct	Meadowbrook West Sub	431	1,535	0.10
Grandview Ct	Meadowbrook West Sub	189	749	0.10
Mill Creek Ct	Entire Length	1,294	3,156	0.10
Bethel Ln	Walnut Brook Sub	1,128	2,722	0.10
Hilltop Dr 2	Walnut Brook Sub	624	1,313	0.10
Brookside Ln	Walnut Brook Sub	591	1,559	0.10
Waltz Dr	Entire Length	785	1,718	0.10
Vermillion Dr	Cedarbrook Sub	194	785	0.10
Amos Dr	Cedarbrook Sub	1,478	3,996	0.10
Brookhaven Dr	Cedarbrook Sub	492	1,793	0.10
Boris Dr	Cedarbrook Sub	957	2,634	0.10
Brookhaven Ct	Cedarbrook Sub	283	978	0.10
Seminole Ct	Entire Length	1,068	3,013	0.10
White Fawn Ct	Entire Length	355	1,344	0.10
Tomlin Hill Rd	Cheavens Rd to ~250' N of Barry Rd	194	13,428	0.10
Englewood Rd	Rte H to EOP	6,404	16,120	0.10
Clie Harmon Rd	Hwy DD to Crump Ln	6,290	15,819	0.10
Cedar Tree Ln	Rte M to Jemerson Creek Rd	5,100	12,696	0.10
Old Number 7 2	From Bridge at S End to Hwy 124	15,248	41,241	0.10
Old Number 7 1	Dripping Springs Rd to first bridge	5,995	15,071	0.10
Oakland Gravel Rd 2	Prathersville Rd to Starke Ave	5,172	14,423	0.10
Starke Ave	Oakland Gravel Rd to City Maintenance (0.31 mi)	2,352	5,985	0.10
Wyatt Ln	Thompson Rd to EOP	2,409	6,190	0.10
Shady Hills Ln	~110' from Hwy 40 to 50' S of Amber Ln	436	799	0.10
Amber Ln	~130' from Hwy 40 to ~350' W of Shady Hills Ln	2,704	5,787	0.10
Serenity Cir	Entire Length	592	1,875	0.10
Doziers Station Rd	I-70 Dr to EOP	2,998	7,289	0.10
Roseta Ave	New Haven Meadows Sub (asphalt portion)	814	3,488	0.10
Santa Anna Dr	New Haven Meadows Sub (asphalt portion)	1,129	3,124	0.10
Santa Barbara Dr	New Haven Meadows Sub	983	2,860	0.10
Greenfield Ct	Country Woods Sub	774	2,336	0.10
Wildflower Ct	Country Woods Sub	571	1,827	0.10
Willow Bark Ct	Country Woods Sub	579	1,854	0.10
Old Ridge Rd	Country Woods Sub	4,316	11,234	0.10
Ridley Wood St	Country Woods Sub	1,159	3,556	0.10
Woods Edge Rd	Country Woods Sub (asphalt portion)	288	695	0.10
Shag Bark Ct	Country Woods Sub	516	1,262	0.10
Country Woods Rd	Country Woods Sub	4,383	11,539	0.10
Picket Post St	Country Woods Sub	1,043	3,181	0.10
Cherry Bark Ct	Country Woods Sub	549	1,906	0.10
Rock Quarry Rd	Gans Rd to Maintenance Ends	2,681	6,981	0.10
Bearfield Rd	Maintenance Begins to End of Road	6,111	14,872	0.10
Gans Rd 2	Rock Quarry to Bearfield Rd	2,582	6,132	0.10
Bearfield Subdivision	Entire Length	1,281	3,525	0.10
Red River Dr	Entire Length	714	1,753	0.10
Brazos Dr	Entire Length	758	2,804	0.10
Sabine Dr	Hwy KK to Rte K	5,019	13,287	0.10
Kathy Glen Ct	Entire Length	857	2,551	0.10
Timber Ridge Rd	Sabine Dr to Rte K	1,268	3,307	0.10
Hilltop Dr 1	University Estates Sub	863	2,392	0.10
Campus Dr	University Estates Sub	1,211	3,625	0.10
Hillside Dr	University Estates Sub	469	1,632	0.10
Buffalo Ridge Rd	Lakota Ridge Ln to Hill Creek Rd	3,388	8,755	0.10
Lakota Ridge Ln	Entire Length	2,946	8,479	0.10
Hill Creek Rd	Rte K south to High Point Ln	7,886	18,848	0.10
High Point Ln	Hill Creek Rd to Rte N	9,100	21,915	0.10
Nashville Church Rd 1	Rte N to Andrew Sapp Rd	2,366	5,922	0.10
Andrew Sapp Rd	Nashville Church Rd to Hwy MM	13,432	32,249	0.10
Total		158,638	435,225	

30.0 Miles

RFB 20-17APR15 - Road Fog Seal- Term and Supply
 Bid Opening: Friday, April 17, 2015 at 2:00 pm.

BID TABULATION							ENGINEER'S ESTIMATE		Christensen Construction Co.
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Total	
4.9.1.	Fog Seal Treatment, based on the body of work (list in bid document) for 2015.	435,000	SY	\$0.92	\$400,200.00	\$1.10	\$478,500.00		
4.9.2.	Temporary Centerline Markers (Spaced 40' o/c)	2,500	EA	\$1.00	\$2,500.00	\$1.00	\$2,500.00		
BID TOTAL:					\$402,700.00		\$481,000.00		
4.10.	Anticipated Completion of 2015 project:							45 working days	
4.11.1.	Renewal Maximum Increase- 2016:								30%
4.11.2.	Renewal Maximum Increase- 2017:								30%
OPTIONAL PRICING - for Cooperative Purchasing									
			Unit	Unit Price					
Item	Description	Qty	Unit	Unit Price	Christensen Construction				
4.12.1.A.	Fog Seal treatments of roads-	25,000 to 50,000	SY	No cooperative purchasing					
4.12.1.B.	Fog Seal treatments of roads-	Over 50,000	SY	No cooperative purchasing					
4.12.2.	Minimum quantity of material required per mobilization:	120,000 SY							
4.12.3.	Number of days notice required between assignment and start of work:	30 days							

**PURCHASE AGREEMENT
FOR
ROAD FOG SEAL – TERM & SUPPLY**

THIS AGREEMENT dated the 14th day of May 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Christensen Construction Company**, herein “Contractor.”

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Road Fog Seal Term & Supply**, County of Boone **Request for Bid 20-17APR15** for **Road Fog Seal Term & Supply**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor’s bid response dated **April 17, 2015** and executed by **Kenny Knipp** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor’s bid response.

2. Contract Duration - This agreement shall commence on **the date of award by Commission Order above, and extend through April 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services- The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **all labor and materials required for road fog sealing**, provided as required in the bid specifications and Special Provisions, and in conformity with the contract documents for the unit prices set forth in the Contractor’s bid response.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and Contractor’s bid response.

5. Billing and Payment - All billing shall be invoiced to Boone County Resource Management, 801 E. Walnut, Room 315, Columbia, MO 65201. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

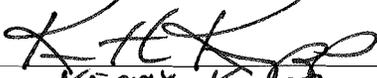
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

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

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

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

CHRISTENSEN CONSTRUCTION COMPANY

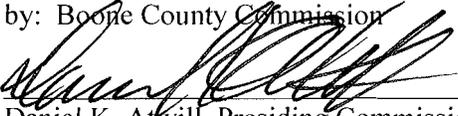
by 

title BUSINESS MANAGER

address P.O. Box 159

KINGDOM CITY, MO 65262

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

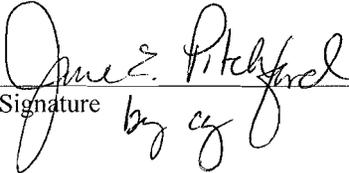

County Counselor

ATTEST:


Wendy S. Moren, County Clerk

AUDITOR CERTIFICATION

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


Signature by James E. Pitchford

3/6/15
Date

2041/71100 Term & Supply
No Encumbrance Required
Appropriation Account

4. Response Form

4.1. Company Name: CHRISTENSEN CONSTRUCTION CO
 4.2. Address: P.O. Box 159
 4.3. City/Zip: KINGDOM CITY, MO 65262
 4.4. Phone Number: 573-814-3308 4.5. Fax Number: 573-814-0403

4.6. Federal Tax ID: 43-1610378

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. Prompt Payment Terms: 30 DAYS NO DISCOUNT

4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? NO

4.9. PRICING

Description	Unit	Quantities (estimated)	Unit Price	Extended Price
4.9.1. Fog Seal Treatment, based on the body of work (roads list attached) for 2015.	SY	435,000	\$ <u>1¹⁰</u>	\$ <u>478,500.00</u>
4.9.2. Temporary Centerline Markers (Spaced 40' o/c)	EA	2,500	\$ <u>1⁰⁰</u>	\$ <u>2,500.00</u>
TOTAL				\$ <u>481,000.00</u>

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

- 4.10. For estimated quantities listed above and on attached Roads List, Boone County anticipates Contractor to complete said amount of work in 45 working days.
- 4.11. RENEWALS – Quote maximum percentage increases on prices quote above, for bodies of work requested for renewal terms 2016 and 2017.
- 4.11.1. Renewal Maximum Increase- 2016: 30 %
- 4.11.2. Renewal Maximum Increase- 2017: 30 %

4.12. Will you honor the submitted prices below for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? YES _____ NO X
 (If you answered YES, please quote on Section 4.12.1. through 4.12.3. below.)

4.12.1. COOPERATIVE PRICING – This section is provided for cooperative purchasing purposes- if City of Columbia or other entities participating in cooperative purchasing with and within Boone County wish to use this contract, those entities will use quoted pricing as listed below. Each entity electing to use this contract will enter into separate contractual agreement(s) with successful bidder, and will be exclusively between that entity and successful bidder.

Description	Qty	Unit	Unit Price
4.12.1.A. Fog Seal treatments of roads-	25,000 to 50,000	SY	\$ <u>NO COOPERATIVE PRICING</u>
4.12.1.B. Fog Seal treatments of roads-	Over 50,000	SY	\$ <u>NO COOPERATIVE PRICING</u>

4.12.2. Will bidder require a minimum quantity of material to be performed per mobilization request? YES
 If so, please describe: 120,000 SY

4.12.3. Quote number of days notice bidder requires between assignment of work and start of work: 30 DAYS

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

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

DATE	ADDENDUM NUMBER
<u>4/1/15</u>	<u>1</u>
<u>4/13/15</u>	<u>2</u>

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

NONE

4.13.2. Authorized Representative (Sign By Hand):

Kenny Kniff - Business MGR

4.13.3. Type or Print Signed Name:

Kenny Kniff

4.13.4. Date of Signature: 4-17-15



BOONE COUNTY, MISSOURI
Request for Bid #: 20-17APR15 – Road Fog Seal-Term & Supply

ADDENDUM #2 - Issued April 13, 2015

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

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

- 1. Point of Clarification:** Does Boone County want an accelerant agent used in the GSB-88 material for the Road Fog Seal treatments? Answer: Use of an accelerant agent (approved by GSB-88 manufacturer) in the GSB-88 material may be used if the contractor finds it beneficial to the process, however, Boone County considers its use to be incidental to the project and not compensable as an added cost.

By: Elizabeth Sanders
Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid# 20-17APR15- Road Fog Seal-Term & Supply, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION
Address: P.O. Box 159 Kingdom City, MO 65262
Phone Number: 573-814-3308 Fax Number: 573-814-0403
E-mail: OFFICE@CHRISTENSENASPHALT.COM
Authorized Representative Signature: Kenny Knipp Date: 4-16-15
Authorized Representative Printed Name: KENNY KNIPP - BUSINESS MGR



BOONE COUNTY, MISSOURI
Request for Bid #: 20-17APR15 – Road Fog Seal-Term & Supply

ADDENDUM #1 - Issued April 1, 2015

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

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

1. **PRE-BID CONFERENCE location** is hereby changed to Boone County Annex Conference Room, 613 East Ash Street, Columbia, MO 65201. Date and time for this pre-bid meeting is still April 7th at 9:30 a.m.

By:

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #1** to **Request for Bid# 20-17APR15-** Road Fog Seal-Term & Supply, receipt of which is hereby acknowledged:

Company Name:

CHRISTENSEN CONSTRUCTION

Address:

P.O. Box 159 KINGDOM CITY, MO 65262

Phone Number:

573-814-3308

Fax Number:

573-814-0403

E-mail:

OFFICE @ CHRISTENSEN ASPHALT. COM

Authorized Representative Signature:

Date:

4-16-15

Authorized Representative Printed Name:

Kenny Krupp - Business Mgr

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: ROAD FOG SEAL - TERM & SUPPLY

Project No.: 20-17APR15

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

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

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated APRIL 17, 20 15
 Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

CHRISTENSON CONSTRUCTION Co
 (If a corporation - show its name above)

P.O. Box 159 KINGDOM CITY, MO
65262

ATTEST:
Angela S. Zins
 (Secretary)

Kenny Kriff - BUSINESS MANAGER
 (Title)
 KENNY KRIFF

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

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of CALLAWAY

On this 17 day of APRIL, 20 15

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

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

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

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

of CHRISTENSEN CONSTRUCTION Co that the above Bid was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said bid to be the free act and deed of said corporation.

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

Angela B. Hines Notary Public

My Commission expires 11-23, 20 17.



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Christensen Construction Company

P.O. Box 159, Kingdom City, Missouri 65262

as Principal, hereinafter called Contractor, and

P.O. Box 712, Des Moines, Iowa 50306

Employers Mutual Casualty Company

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

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 Four Hundred Eighty One Thousand Dollars and Zero Cents (\$481,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: Road Fog Seal, a Term and Supply Contract

Project No.: Request for Bid #20-17APR15

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at
Columbia, Missouri 65203 on this 1st day of May, 2015.

Christensen Construction Company
(Contractor)

(SEAL)

BY: *Kenny Knight* - BUSINESS MANAGER
KENNY KNIGHT

Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: *Teresa Stephenson*
Teresa Stephenson (Attorney-in-Fact)

BY: *Angela Hollins*
Angela Hollins (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: Kevin McCarty
Phone Number: 800-821-4702
Address: P.O. Box 8550
Kansas City, Missouri 64114

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Christenson Construction Company

P.O. Box 159, Kingdom City, Missouri 65262

as Principal, hereinafter called Contractor, and

Employers Mutual Casualty Company

P.O. Box 712, Des Moines, Iowa 50306

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of Four Hundred Eighty One Thousand Dollars and Zero Cents (\$481,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

Project Name: Road Fog Seal, a Term & Supply Contract

Project No.: Request for Bid #20-17APR15

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

_____ ,
Columbia, Missouri 65203 , on this 1st day of May , 2015 .

CONTRACTOR: Christensen Construction Company (Seal)

BY: Kenny Knipp - Business Manager
Kenny Knipp

SURETY COMPANY Employers Mutual Casualty Company

BY: Teresa Stephenson
Teresa Stephenson (Attorney-in-Fact)

BY: Angela Hollins
Angela Hollins (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: Kevin McCarty Phone Number: 800-821-4702
Address: P.O. Box 8550
Kansas City, Missouri 64114



P.O. Box 712 • Des Moines, IA 50306-0712

No. A83314

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

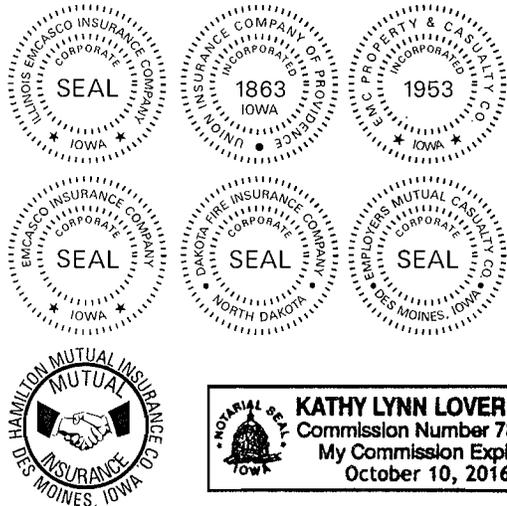
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of FEBRUARY, 2014.

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 24th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 24, 2014 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of May, 2015. [Signature] Vice President



CERTIFICATE OF LIABILITY INSURANCE

CNRS-4 UP ID: AN

DATE (MM/DD/YYYY)

05/01/2015

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

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

PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Ruth Stone/Eric Kaup	CONTACT NAME: Ruth Stone/Eric Kaup	FAX (A/C, No): 866-779-8102	
	PHONE (A/C, No, Ext): 573-874-3102	E-MAIL ADDRESS:	
INSURED Christensen Construction Co. P.O. Box 159 Kingdom City, MO 65262	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Companies		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		4TCO5F666700	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Binkt Addl Insrds						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		BA5F666700	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	UMBRELLA LIAB	X		4TSMCUP5F666700	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	4TJUB5F666700	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
A	Equipment Floater			QT6603473H1123COF1	03/01/2015	03/01/2016	Leased 500,000 Deduct 1,000

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

Project #20-17APR15 - Road Fog Seal. Boone County, Missouri is additional insured in respect to general, auto, and umbrella liability in respect to the above mentioned project. 30 day notice of cancellation endorsed according to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

BOONECT Boone County Commission of Columbia, Missouri 613 E Ash St Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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(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 bid, 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 bid.

Kenny Knipp - Business Manager
Name and Title of Authorized Representative

 April 30, 2015
Signature Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI /

COUNTY OF CALLAWAY

Kenny Knipp, being first duly sworn, deposes and

says that he is BUSINESS MANAGER
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION CO
(Name of Bidder)

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

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

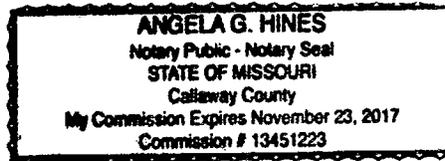
By [Signature] By

By _____

Sworn to before me this 17 day of April, 2015

Angela S. Hines
Notary Public

My Commission Expires 11-23-17



Company ID Number: 178111

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 178111

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 Christensen Construction Co.

Angie Hines

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 30 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>SEE ATTACHMENT A</u>			

3. General type of work performed:

ASPHALT PAVING

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

- (a) Number of contracts on which default was made: NONE
- (b) Description of defaulted contracts and reason therefore:

5. List references:

UNIVERSITY OF MISSOURI KEVIN JOHNSON 882-9337

CALLAWAY COUNTY ROAD & BRIDGE PAUL WINKLEMAN 642-0740

BOONE COUNTY DAN HAID 886-4339

Dated at KINGDOM CITY

this 17 day of APRIL, 2015.

CHRISTENSEN CONSTRUCTION By [Signature]
Name of Organization(s) (Signature)

BUSINESS MANAGER
(Title of Person Signing)

APRIL 17, 2015

Sheet A

MAJOR PROJECTS COMPLETED

UMC Summer Paving Project
Kevin Johnson 573-882-9337
\$339,380 Contract Amount
100% Complete
Fall 2014 Completion Date

Columbia Public Schools – Hickman High Athletic Bldg Addition
Leslie Verslues – Verslues Construction 573-395-4323
\$410,841 Contract Amount
100% Complete
Summer 2014 Completion Date

Boone County – 2013 Fog Seal
Dan Haid – 886-4339
\$803,668 Contract Amount
100% Complete
September 2013 – Completion Date

MoDOT Route Z – Boone County
Don Rhea – Don Schnieders Excavating 573-893-2251
\$344,782 Contract Amount
100% Complete
July 2013 – Completion Date

Fulton City Streets – 2013 Street Overlay
Greg Hayes 573-592-3111
\$424,320 Contract Amount
100% Complete
August 2013 Completion Date

Columbia High School
Lee Moore – JE Dunn Construction 816-474-8600
\$1,692,532 Contract Amount
100% Complete
Summer 2013 – Completion Date

Carfax
Steve Laskowski 248-948-4194
\$375,489 Contract Amount
100% Complete
October 2012 – Completion Date

Callaway County
County Road 256
\$673,750 Contract Amount
Paul Winkelmann – 573-642-0740
100% Complete
August 2012 Completion Date

RFB 20-17APR15
Road fog Seal- Term & Supply
blank bid document



BOONE COUNTY, MISSOURI
Request for Bid #: 20-17APR15 – Road Fog Seal-Term & Supply

ADDENDUM #2 - Issued April 13, 2015

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

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

- 1. Point of Clarification:** Does Boone County want an accelerant agent used in the GSB-88 material for the Road Fog Seal treatments? Answer: Use of an accelerant agent (approved by GSB-88 manufacturer) in the GSB-88 material may be used if the contractor finds it beneficial to the process, however, Boone County considers its use to be incidental to the project and not compensable as an added cost.

By:

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #2 to Request for Bid# 20-17APR15-** Road Fog Seal-Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 20-17APR15 – Road Fog Seal-Term & Supply

ADDENDUM #1 - Issued April 1, 2015

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

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

1. **PRE-BID CONFERENCE** location is hereby changed to Boone County Annex Conference Room, 613 East Ash Street, Columbia, MO 65201. Date and time for this pre-bid meeting is still April 7th at 9:30 a.m.

By:

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #1** to **Request for Bid# 20-17APR15-** Road Fog Seal-Term & Supply, receipt of which is hereby acknowledged:

Company Name: _____

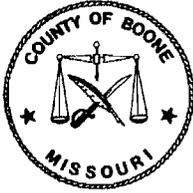
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

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

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: lsanders@boonecountymmo.org

Bid Data

Bid Number: **20-17APR15**
Commodity Title: **Road Fog Seal- Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, April 17, 2015**
Time: **2:00 p.m. C.T. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department**
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201
Directions: **The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Wheelchair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Friday, April 17, 2015**
Time: **2:00 p.m. C.T.**
Location / Address: **Boone County Annex Building**
Conference Room
613 E. Ash Street
Columbia, MO 65201

Pre-Bid Meeting (Optional)- Bid specifications will be discussed

Day / Date: **Tuesday, April 7, 2015**
Time: **9:30 a.m., C.T.**
Location / Address: **Room 301**
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201

Bid Questions Deadline: All questions pertaining to the project must be received by 3:00 p.m. on April 10, 2015.

Technical questions should be directed to the Project Manager, Dan Haid, P.E., Engineering Division, Boone County Resource Management, dhaid@boonecountymmo.org

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
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- 4.0: Response Form
 - Signature and Identity of Bidder
 - Bidder's Acknowledgment
- Attachments
 - Project List for 2015
 - Statement of Bidders Qualifications
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 - Debarment Certificate
 - Instructions for Compliance with House Bill 1549
 - Work Authorization Certification
 - Certification of Individual Bidder
 - Affidavit for Certification of Individual Bidder
 - Anti-Collusion Statement
 - Prevailing Wage Order 21
 - Affidavit of Compliance with OSHA
 - Affidavit of Compliance with the Prevailing Wage Law
 - Sample Contract Agreement
 - *Sample Performance Bond
 - *Sample Labor and Material Payment Bond
 - "No Bid" Response Form

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

1. Introduction and General Conditions of Bidding

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

1.2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

Contractor or "*Party of the Second Part*" - shall mean the party having entered into contract to "*Director*" shall mean the Director of Boone County Resource Management or his/her designated representative.

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

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

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

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

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

Response- The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing to Elizabeth Sanders, Senior Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390 E-mail:

lsanders@boonecountymo.org .

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response,

- Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:
No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.
- 1.8. The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.
- 1.9. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.
- 1.10. Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.
- 1.11. The Contractor shall pay for all materials, supplies, services, and equipment as follows:
1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
 2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.
- 1.12. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any 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 bid of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

- 1.13. **COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.
- 1.14. **PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 1.15. **DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.
- 1.16. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
- 1.17. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 1.18. **LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 1.19. **EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
- 1.20. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.
- 1.21. **TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo,

must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

(1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

- 1.22. **SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to 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.
- 1.23. **WARRANTY AND GUARANTEE** - Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
- 1.23.1. **Correction or Removal of Defective Work** - If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).
- 1.23.2. **One Year Correction Period** - If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

1.24. **SUBCONTRACTORS, SUPPLIERS AND OTHERS** - Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and perform **Fog Seal treatments on the roads listed herein and in accordance with the enclosed Special Provisions.**
 - 2.1.1. **Designee:** Boone County Resource Management, 801 E. Walnut, Columbia, MO 65201.
 - 2.1.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial 12-month term from the date of award (Commission Order) with up to two (2) additional one-year renewal terms unless canceled by the Purchasing Director in writing prior to a renewal term. County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from date of termination if it is deemed to be in the best interest of Boone County.
- 2.2. **PRE-BID CONFERENCE** - An optional pre-bid conference has been scheduled for **April 7, 2015 at 9:30 a.m.** in Room 301 of the Boone County Government Center 801 E. Walnut, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 2.3. **BID QUESTIONS DEADLINE**- All questions pertaining to the project must be received by **3:00 p.m. on April 10, 2015. Technical questions should be directed to the Project Manager.**
- 2.4. **QUANTITY** – Approximately 435,000 square yards of roads are expected to be treated through the exercising of this contract for the first year. Application rates will vary for each road based on its surface type and condition but should not be less than recommended by sealing material manufacturer's recommendations. See attached road list for approximation of application rates for each road. The square yardage, application rates and quantities are estimates only, and as such do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities estimated as needed. The County does not guarantee a minimum quantity.
 - 2.4.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.4.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.7. **SEEDING & EROSION CONTROL PERFORMANCE BOND AMOUNT** – None Required.
- 2.8. **PLANS & SPECIFICATIONS** – There are no additional plans or specifications for this bid other than those provided as a part of this bid document.
- 2.9. **PREVAILING WAGE** - Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.
- 2.10. Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.
- 2.11. Bids must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

- 2.12. **REFERENCE DOCUMENT DEFINITIONS** - Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:
- 2.12.1. **Boone County Roadway Regulations Chapter II:** The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
- 2.12.2. **MO-DOT Standard Specifications:** The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
- 2.12.3. **MUTCD:** The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.
- 2.13. **PAYMENT** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.14. **INSTRUCTIONS TO BIDDERS:** The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.
- 2.14.1. All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the bid submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.
- 2.14.2. Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.
- 2.14.3. **Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**
- 2.14.4. The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.
- 2.14.5. Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.
- 2.14.6. Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.
- 2.14.7. Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.
- 2.14.8. Upon award of the Contract, successful Bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing

faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

- 2.14.9. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.
- 2.14.10. If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in Section 2.3. of the bid document. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.
- 2.14.11. The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.
1. Bidding Forms,
 2. Bid Response,
 3. Debarment Form,
 4. Work Authorization Certification,
 5. Statement of Bidder's Qualifications,
 6. Anti-Collusion Statement,
 7. Signature and Identity of Bidder,
 8. Bidder's Acknowledgment.
- 2.12. **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.
- 2.12.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 \$3,000,000.00 combined single limit for any one occurrence covering both

bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

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

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

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

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

2.13.1. **SECTION 1. - DEFINITIONS**

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

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

B. Commission: Shall mean the Boone County Commission.

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

2.14. **BID REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

2.16. **CONTROL OF WORK**

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

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

- 2.16.3. **Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.
- 2.16.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.
- 2.17. **CONTROL OF MATERIAL**
- 2.17.1. **Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.
- 2.17.2. **Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.
- 2.18. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**
- Safety Provisions.** Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.
- 2.19. **PROSECUTION AND PROGRESS**
- 2.19.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.
- 2.19.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.
- 2.20. **MEASUREMENT AND PAYMENT**
- 2.20.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

- 2.20.2. No payment will be made on account of materials not yet incorporated into the work.
- 2.20.3. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.
- 2.20.4. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:
 - a.) Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
 - b.) Failure to properly submit certified copies of labor payrolls required under Section 10.
 - c.) Defective work not remedied.
 - d.) Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
 - e.) A reasonable doubt that the contract can be completed for the balance then unpaid.
 - f.) Damage to another Contractor.
- 2.20.5. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.
- 2.20.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.
- 2.20.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.
- 2.20.8. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

2.21. Release of Retained Percentages:

- 2.21.1. Prior to any release of retained percentage the Contractor shall file with the County the following:
 - a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
 - b. Written consent of the surety to such payment;
 - c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 - d. Any other documents which may be required by the contract or the Engineer.
- 2.21.2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.
- 2.21.3. When the work has been completed and certified by the County, a final estimate will be

executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

2.22. **MATERIAL AND WORKMANSHIP** – All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

2.23. **STATE WAGE RATE REQUIREMENTS**

2.23.1. 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.

2.23.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

2.23.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

2.23.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll."
- h. A record of all payrolls will be maintained by the County.

2.23.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

- a. In the Owner's office:
 1. Missouri Equal Employment Opportunity Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- b. On the Project:
 1. State Wage Rates Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
 5. Notice requesting referral of minorities by present employees.

2.23.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

- 2.24. **SPECIFICATIONS AND PLANS** - The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
- 2.25. **PROTECTION OF WORK** - The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.
- 2.26. **OVERHEAD LINE PROTECTION** - The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.27. **OSHA PROGRAM REQUIREMENTS** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.28. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION** - The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by

defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

2.29. **INTERFERENCE** - All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

2.30. **METHOD OF PAYMENT** - The method of payment shall be as stipulated in Section 1.7 of Introduction and General Conditions of Bidding, Section 2.31.2 below, and contained elsewhere in these contract documents.

SPECIAL PROVISIONS

2.31. **PART 1 – GENERAL – Fog Seal**

2.31.1. **PROJECT DESCRIPTION**

This item shall consist of furnishing all material, equipment, labor, and necessary items for the placement of a Fog Seal treatment on asphalt or chip seal surfaced streets as specified in these plans/specifications using GSB-88 Emulsified Sealer/Binder.

2.31.2. **METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

- A. Fog Seal will be paid for by the planned square yardage. Any discrepancy between planned quantities and installed quantities shall be justified by the concerned party.
- B. Fog Seal and Temporary Centerline markers will be the only pay items considered; all other work required by these specifications will be incidental to said items.

2.31.3. **QUALITY CONTROL**

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

2.32. **PART 2 – PRODUCTS**

2.32.1. **MATERIALS**

- A. GSB-88 Emulsified Sealer/Binder blended at a 1:1 ratio of water and concentrate.
- B. Application rates should be within recommended rates as determined by the product's manufacturer. Estimates have been included for the application rates for each road. Actual field conditions at the time of application will determine rate used.

2.33. **PART 3 – EXECUTION**

2.33.1. **INSTALLATION** – All installation shall be in accordance with the manufacturer's recommendations. Any conflicts with the requirements listed below shall be brought to the attention of Boone County for approval prior to beginning treatment.

2.33.1.1. **A. Equipment**

- 1) Bituminous distributors in good working order, containing no contaminants or dilutents in the tank. Spreader bar tips must be clean, undamaged, and adjustable for regulated flow. Distributor tips suitable to maintain predetermined flow rates, constant pressure, and uniform application. All equipment must meet sealant manufacturer's recommendations.

2.33.1.2. **B. Surface Preparation**

- 1. Contractor shall remove all loose debris from road using a power broom or road sweeper immediately (same day) prior to treatment. Sweepings shall be disposed of off-site in

curb/gutter areas or in any area where the amount of sweepings will negatively affect drainage, mowing, or ascetics of adjacent ditches and yards. Any additional cleaning of road to achieve proper performance of treatment shall be done at contractor's expense.

2. Some or all of the roads being treated by this contract may have been recently chip sealed. Although these roads should have been swept as part of the chip seal operations, significant amounts of loose aggregate may be present.

2.33.1.3. C. Construction

1. Notification

- a. A notification letter will be provided to residents in areas where Boone County sees fit in order to minimize disruption to residents.
 1. Notifications will be by mailed or hand delivered letter and will include Contractor provided project start date, and a phone number of the Contractor's of which residents may call inquiring of project scheduling and logistics.
 2. Boone County will provide initial notification. However, if project is delayed for any reason (including weather) by 2 days or more, the Contractor shall be responsible for updated notification of residents in similar manner as initial notification.
- b. Contractor shall notify Boone County no less than 4 days prior to need for vehicles to be removed from treatment area.
 1. Boone County is required to provide 72 hours posted notification before vehicles or other obstruction are able to be removed due to obstructions in roadway.
 2. Boone County will not be responsible for costs associated with return trips or reapplications due to areas missed due to obstructions in roadway.

2. Traffic Control

- a. Contractor will be responsible for providing and executing traffic control during treatment and until treatment has cured.
- b. Contractor shall submit the traffic control plan to Boone County at the Pre-Construction Meeting. Plan can be graphical or in text, but should be sufficient for notification of affected property owners/residents/motorists.
- c. All roads shall remain open in one direction of traffic at all times, except that the Contractor may temporarily limit all access to the road while actual application is occurring to protect passing vehicles from overspray.
- d. All driveways inaccessible to traffic due to lane closure shall have cones placed in driveway to discourage crossing into uncured treatment areas.
- e. Treated areas shall be opened to traffic as soon as possible after treatment.
- f. Applying sand to treated surfaces may be done at Contractor's expense to accommodate traffic prior to cure. Sand shall be swept and disposed of at Contractor's expense following curing of treatment.

3. Protection and Repairs

- a. Contractor shall take all steps necessary to protect adjacent improvements (including curb & gutter and utility accesses) from fog seal overspray and tracking. Surface seal oil shall be removed from unintended areas before drying.

- b. Contractor will be held responsible for correcting any damages that occur to vehicles, adjacent structures, improvements, etc. due to contractor error or weather conditions.
 - c. In order to produce clean starting/ending points, it is recommended that the Contractor apply the treatment toward the area being treated. If it is necessary for the Contractor to apply the treatment from the area being treated, toward the ending point, paper or similar masking material shall be placed at the end point to prevent dribbling of sealant on to untreated areas. Any such dribbles that are not masked shall be cleaned up immediately by Contractor.
4. Workmanship
- a. Along with following manufacturer's requirements, the Contractor will take steps to assure the treatment is performed in a manner that produces a final product that is evenly applied, neat along all edges (including edge lines and beginning/end), free of surface patterns such as lean or heavy lines, covers all areas of the road including mailbox and driveway aprons, and has no bleeding or flushing areas.
 - b. Squeegee and/or wand application methods may be used where it is difficult to maneuver the distributor truck, but this should be kept to a minimum in order to maintain even intentional application rates.
5. Skid Resistance
- a. The product and the treatment should be such that skid resistance is not reduced. The contractor may take additional steps such as applying sand to the treatment to meet this requirement. The contractor shall notify Boone County of additional steps taken prior to installation. Sand shall be swept and disposed of at contractor's expense following curing of treatment.
6. Weather Limitations
- a. Place the fog seal when pavement is 55°F and rising.
 - b. Do not apply during rainy or damp weather, or when rain is anticipated within 8 hours after application is completed.
 - c. Do not apply on extremely windy days.
 - d. At least 3 hours of daylight should remain after completion of the application.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Prompt Payment Terms: _____

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

4.9. PRICING

Description	Unit	Quantities (estimated)	Unit Price	Extended Price
4.9.1. Fog Seal Treatment, based on the body of work (roads list attached) for 2015.	SY	435,000	\$	\$
4.9.2. Temporary Centerline Markers (Spaced 40' o/c)	EA	2,500	\$	\$
TOTAL				\$

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

4.10. For estimated quantities listed above and on attached Roads List, Boone County anticipates Contractor to complete said amount of work in _____ working days.

4.11. **RENEWALS** – Quote maximum percentage increases on prices quote above, for bodies of work requested for renewal terms 2016 and 2017.

4.11.1. Renewal Maximum Increase- 2016: _____%

4.11.2. Renewal Maximum Increase- 2017: _____%

4.12. Will you honor the submitted prices below for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? YES _____ NO _____
 (If you answered YES, please quote on Section 4.12.1. through 4.12.3. below.)

4.12.1. COOPERATIVE PRICING – This section is provided for cooperative purchasing purposes- if City of Columbia or other entities participating in cooperative purchasing with and within Boone County wish to use this contract, those entities will use quoted pricing as listed below. Each entity electing to use this contract will enter into separate contractual agreement(s) with successful bidder, and will be exclusively between that entity and successful bidder.

Description	Qty	Unit	Unit Price
4.12.1.A. Fog Seal treatments of roads-	25,000 to 50,000	SY	\$
4.12.1.B. Fog Seal treatments of roads-	Over 50,000	SY	\$

4.12.2. Will bidder require a minimum quantity of material to be performed per mobilization request? _____
 If so, please describe: _____

4.12.3. Quote number of days notice bidder requires between assignment of work and start of work: _____ DAYS

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

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

DATE

ADDENDUM NUMBER

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

4.13.2. Authorized Representative (Sign By Hand):

4.13.3. Type or Print Signed Name:

4.13.4. Date of Signature: _____

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

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

SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated _____, 20 _____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

(If a corporation – show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

Notary Public

My Commission expires _____, 20 _____.

PROJECT LIST

2015 Pavement Preservation

GSB-88 Fog Seal

Revised: Preliminary

Project	Description	Length (ft.)	Quantity (SY)	Approx. Rate (gal/sy)
Millbrook Dr	Asphalt portion	1,260	4,286	0.10
Essex Ct	Entire Length	225	851	0.10
Millbrook Ct	Entire Length	200	774	0.10
West Lexington Cir	Millbrook Dr to Gerogetown Dr	429	1,227	0.10
Pickford Pl	Millbrook Dr to Gerogetown Dr	480	1,331	0.10
Georgetown Dr	Georgetown Sub (asphalt portion)	2,781	11,657	0.10
Hastings Ct	Meadowbrook West Sub	217	1,015	0.10
Atlas Ct	Meadowbrook West Sub	198	825	0.10
Salem Dr	Meadowbrook West Sub	1,516	4,310	0.10
Kendalwood Rd	Meadowbrook West Sub	1,204	4,116	0.10
Hartford Rd	Meadowbrook West Sub (asphalt portion)	768	2,574	0.10
Grandview Cir	Meadowbrook West Sub	1,887	5,706	0.10
Knox Dr	Meadowbrook West Sub (asphalt portion)	1,674	4,644	0.10
Baxter Ct	Meadowbrook West Sub	431	1,535	0.10
Grandview Ct	Meadowbrook West Sub	189	749	0.10
Mill Creek Ct	Entire Length	1,294	3,156	0.10
Bethel Ln	Walnut Brook Sub	1,128	2,722	0.10
Hilltop Dr 2	Walnut Brook Sub	624	1,313	0.10
Brookside Ln	Walnut Brook Sub	591	1,559	0.10
Waltz Dr	Entire Length	785	1,718	0.10
Vermilion Dr	Cedarbrook Sub	194	785	0.10
Amos Dr	Cedarbrook Sub	1,478	3,996	0.10
Brookhaven Dr	Cedarbrook Sub	492	1,793	0.10
Boris Dr	Cedarbrook Sub	957	2,634	0.10
Brookhaven Ct	Cedarbrook Sub	283	978	0.10
Seminole Ct	Entire Length	1,068	3,013	0.10
White Fawn Ct	Entire Length	355	1,344	0.10
Tomlin Hill Rd	Cheavens Rd to ~250' N of Barry Rd	194	13,428	0.10
Englewood Rd	Rte H to EOP	6,404	16,120	0.10
Clellie Harmon Rd	Hwy DD to Crump Ln	6,290	15,819	0.10
Cedar Tree Ln	Rte M to Jemerson Creek Rd	5,100	12,696	0.10
Old Number 7 2	From Bridge at S End to Hwy 124	15,248	41,241	0.10
Old Number 7 1	Dripping Springs Rd to first bridge	5,995	15,071	0.10
Oakland Gravel Rd 2	Prathersville Rd to Starke Ave	5,172	14,423	0.10
Starke Ave	Oakland Gravel Rd to City Maintenance (0.31mi)	2,352	5,985	0.10
Wyatt Ln	Thompson Rd to EOP	2,409	6,190	0.10
Shady Hills Ln	~110' from Hwy 40 to 50' S of Amber Ln	436	799	0.10
Amber Ln	~130' from Hwy 40 to ~350' W of Shady Hills Ln	2,704	5,787	0.10
Serenity Cir	Entire Length	592	1,875	0.10
Doziers Station Rd	I-70 Dr to EOP	2,998	7,289	0.10
Roseta Ave	New Haven Meadows Sub (asphalt portion)	814	3,488	0.10
Santa Anna Dr	New Haven Meadows Sub (asphalt portion)	1,129	3,124	0.10
Santa Barbara Dr	New Haven Meadows Sub	983	2,860	0.10
Greenfield Ct	Country Woods Sub	774	2,336	0.10
Wildflower Ct	Country Woods Sub	571	1,827	0.10
Willow Bark Ct	Country Woods Sub	579	1,854	0.10
Old Ridge Rd	Country Woods Sub	4,316	11,234	0.10
Ridley Wood St	Country Woods Sub	1,159	3,556	0.10
Woods Edge Rd	Country Woods Sub (asphalt portion)	288	695	0.10
Shag Bark Ct	Country Woods Sub	516	1,262	0.10
Country Woods Rd	Country Woods Sub	4,383	11,539	0.10
Picket Post St	Country Woods Sub	1,043	3,181	0.10
Cherry Bark Ct	Country Woods Sub	549	1,906	0.10
Rock Quarry Rd	Gans Rd to Maintenance Ends	2,681	6,981	0.10
Bearfield Rd	Maintenance Begins to End of Road	6,111	14,872	0.10
Gans Rd 2	Rock Quarry to Bearfield Rd	2,582	6,132	0.10
Bearfield Subdivision	Entire Length	1,281	3,525	0.10
Red River Dr	Entire Length	714	1,753	0.10
Brazos Dr	Entire Length	758	2,804	0.10
Sabine Dr	Hwy KK to Rte K	5,019	13,287	0.10
Kathy Glen Ct	Entire Length	857	2,551	0.10
Timber Ridge Rd	Sabine Dr to Rte K	1,268	3,307	0.10
Hilltop Dr 1	University Estates Sub	863	2,392	0.10
Campus Dr	University Estates Sub	1,211	3,625	0.10
Hillside Dr	University Estates Sub	469	1,632	0.10
Buffalo Ridge Rd	Lakota Ridge Ln to Hill Creek Rd	3,388	8,755	0.10
Lakota Ridge Ln	Entire Length	2,946	8,479	0.10
Hill Creek Rd	Rte K south to High Point Ln	7,886	18,848	0.10
High Point Ln	Hill Creek Rd to Rte N	9,100	21,915	0.10
Nashville Church Rd 1	Rte N to Andrew Sapp Rd	2,366	5,922	0.10
Andrew Sapp Rd	Nashville Church Rd to Hwy MM	13,432	32,249	0.10
Total		158,638	435,225	

30.0 Miles

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____

(Name of Bidder)

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

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

By _____ By

By _____

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

Notary Public

My Commission Expires _____

ANNUAL WAGE

ORDER

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 010

BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/14		\$32.06	55	60	\$20.71
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction/Lineman)	9/14		\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator	9/14		\$35.46	43	45	\$5.00 + 36.5%
Groundman	9/14		\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker	8/14		\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	86	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.51	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer	9/14		\$29.30	12	4	\$14.55
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

NO. 86: 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.

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE -- BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, 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 these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

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

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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction\Lineman)	9/14	\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator	9/14	\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman	9/14	\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oilier-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.65
Group IV	6/14	\$28.79	22	19	\$11.65

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

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

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

**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.

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

**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.

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 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.

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

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and _____, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Road Fog Seal Term & Supply**, County of Boone Request for Bid for **Road Fog Seal Term & Supply**, bid number **20-17APR15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated _____ and executed by _____ on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchases Agreement, the Primary Specifications, Response Presentation and Review, the unexecuted Response Form, the Standard Terms and Conditions, and all applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date of award and extend through** _____ subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two **(2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **all labor and materials required for road fog sealing**. Items/service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to Boone County Resource Management, 801 E. Walnut, Room 315, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt, all monthly statements must also have copies of applicable invoices; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

CONTRACTOR

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Daniel K. Atwill, Presiding Commissioner

address _____

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

	Dept/Acct	Term and Supply
Signature	Date	Appropriation Account



"No Bid" Response Form

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

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

BID: 20-17APR15 – ROAD FOG SEAL – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 4/24/2015

Fees & Forms

FAQ

Corporations Home

Business Outreach Office

UCC Filings

Corporation Filings

SOS Home

Contact Us

*Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.
 File Registration Reports - click FILE REGISTRATION REPORT.
 Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO FILE ONLINE
SEARCH RESULTS Select filing from the list.
 Filing Type Acceptance of a General Business to a Non Pr

ORDER COPIES/
CERTIFICATES

General Information	Filings	Address	Contact(s)
Name(s) CHRISTENSEN CONSTRUCTION CO.		Address 2505 County Road 269 Columbia, MO 65202	
Type Gen. Business - For Profit		Charter No. 00364341	
Domesticity Domestic		Status Good Standing	
Registered Agent THOMAS A. CHRISTENSEN 2505 County Road 269 Columbia, MO 65202		Date Formed 3/24/1992	
Duration Perpetual			
Renewal Month January			
Report Due 4/30/2016			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

[View assistance for Search Results](#)

Search Results

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P.27.20150327-1711



Advanced Search - Entity

Active Registrations

Inactive Registrations

Registrations with an Active Exclusion(s)

Yes No

Registrations with Delinquent Federal Debt

Yes No

SEARCH

CLEAR

Within an accordion, search will be performed with an OR condition. Between accordions, search will be performed with an AND condition.

Entity

If you search by anything other than Business Name, the remaining fields on this page will be inaccessible.



Business Name

Christensen Construction Company

DUNS

CAGE Code

Entity Type

Location

City

State/Province

Congressional District

Zip Code

Country

1 Kingdom City

MISSOURI

All

All

2

All

All

All

3

All

All

All

Socio-Economic Status

Products and Services

SEARCH

CLEAR



2/22/2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

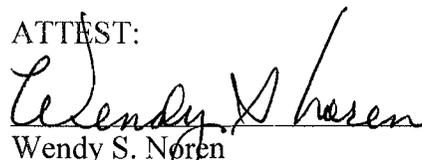
In the County Commission of said county, on the 14th day of May 20 15
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 08-24FEB15 –Used Telecommunication Equipment Shelter to Cellsite Solutions, LLC of Cedar Rapids, Iowa.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of May, 2015.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: May 6, 2015
RE: Bid Award Recommendation: *08-24FEB15 – Used Telecommunication Equipment Shelter*

Request for Bid *08-24FEB15 – Used Telecommunication Equipment Shelter* closed on February 24, 2015. Two vendors responded with six shelters bid. Dave Dunford, our Radio Consultant, recommends award to Cellsite Solutions, LLC of Cedar Rapids, Iowa for offering the lowest and best bid. Contract award is \$21,625.

Invoice will be paid from department 4101 – ECC Radio & Technology, account 71201 – Construction Costs. \$13,000 was estimated for this purchase by our radio consultant. \$518,224 remains in the account at this time.

ATT: Evaluation Memo per Dave Dunford
Bid Tab

cc: Bid File
Karen Miller, Commission
Dave Dunford, Radio Consultant
Frank Kirk, Mission Critical Partners

08-24FEB15 - Used Telecommunication Equipment Shelter

BID TABULATION		Concrete Modular Systems, Inc.	Cellsite Solutions, LLC Shelter Option 1	Cellsite Solutions, LLC Shelter Option 2	Cellsite Solutions, LLC Shelter Option 3	Cellsite Solutions, LLC Shelter Option 4	Cellsite Solutions, LLC Shelter Option 5
	PRICING	QTY	UNIT PRICE				
5.1.	One (1) Used Telecommunication Equipment Shelter To include equipment as outlined in paragraph 5 of RFP and tie-down attachment clips/brackets	1	\$ 49,577.04	\$ 16,750.00	\$ 15,675.00	\$ 15,650.00	\$ 15,600.00
	Make:		Concrete Modular Systems, Inc.	Fibrebond	Andrew	Miller	Andrew
	Model:		CMS 10x20x10	D-6014	KCS10201-00100-009	Type 2 - Series 1	RCS1020-61-95
5.2.	Provision of crane and transport services to load, haul, and offload shelter onto County's foundation		\$ 4,500.00	\$ 4,875.00	\$ 7,495.00	\$ 7,490.00	\$ 7,495.00
5.3.	Total (5.1 + 5.2)		\$ 54,057.04	\$ 21,625.00	\$ 23,170.00	\$ 23,140.00	\$ 23,090.00
5.4	Delivery/Offloading will be completed		30	21	21	21	21
5.5	Option 1: Provision of a second similar shelter for delivery to a different address in Columbia 65202. Anticipated purchase would be within 3-6 months.		\$ 54,057.04	\$ 23,140.00	\$ 23,170.00	\$ 21,625.00	\$ 23,090.00
	Make:		Concrete Modular Systems, Inc.	Miller	VFP	Fibrebond	Andrew
	Model:		CMS 10x20x10	Type 2 - Series 1	2583	D-6014	RCS10201-00100-009
5.6	Pricing is firm for Option 1 for how		180	30	30	30	30
5.7	Describe Warranty or attach:		See Attached				

Melinda Bobbitt - Telecom Shelter Recommendation

From: "Dave Dunford" <ddunford@kc.rr.com>
To: <MBobbitt@boonecountymo.org>
Date: 4/20/2015 10:41 AM
Subject: Telecom Shelter Recommendation

Melinda, I've reviewed the submittals from the two parties responding to the RFP for telecommunication shelters. Further, I have inspected several of the shelters proposed for sale by CellSite Solutions, including their shelter offered under "Option 1." of the RFP response.

Based on the County's needs, the information furnished in the two vendor responses, and the proposed costs it is my recommendation to accept the "Option 1." offering by CellSite Solutions which is a 10' x 20' Fibrebond brand shelter for \$21,625.00.

Should you have any questions or need additional information about the shelter, feel free to contact me.

David O. Dunford
Technical Consultant
Public Safety Joint Communications

*not to proceed at
a later date
Arrived July 15*

**PURCHASE AGREEMENT
FOR
USED TELECOMMUNICATION EQUIPMENT SHELTER**

THIS AGREEMENT dated the 14th day of May 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cellsit Solutions, LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for used telecommunication equipment shelter, County of Boone Request for Proposal **08-24FEB15**, the Contractor's proposal response dated February 17, 2015 executed by Carter Kramer and Addendums #1-3 executed by Golden Gibdden on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications and addendums shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and Contractor agrees to supply the County with one (1) used Telecommunication Equipment Shelter, Shelter Option #1 from proposal response:

Make: Andrew	\$16,750.00
Model: RCS1020-61-95	
With tie-down attachment clips/brackets	
Provision of crane and transport services to load, haul, and offload shelter onto County's foundation	\$4,875.00

For a contract total of Twenty One Thousand, Six Hundred Twenty-Five Dollars (\$21,625.00).

3. **Delivery** - Contractor agrees to deliver and offload shelter within 21 days after receipt of Purchase Order. Delivery shall be FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address shall be: Boone County Emergency Communication Center, 2145 E. County Drive, Columbia, MO 65202.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Auditor, Attn: Heather Acton, 801 E. Walnut, Room 304, Columbia, MO 65201 and billings may only include the prices listed in the vendor's proposal response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

CELLSITE SOLUTIONS, LLC

by Sheree Castongue
 title Accounting mgr

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

J. M. Moore
 County Counselor

ATTEST:

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

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

<u>Jane Pitchford by HL</u>	<u>5-7-15</u>	4101-71201 - \$21,625.00
Signature	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



RFP #08-24FEB15

02/16/2015

Submittal Deadline: February 24th, 2015 not later than 1:00 p.m. Central Time

Plan of Action

CellSite Solutions is equipped with the equipment, team, and relationships with crane and logistics providers to follow through with Boone County's request for proposals. CellSite Solutions, LLC has full ownership of over 150 concrete communications shelters being stored in 17 different states; one of which is Missouri. Our shelter inventory has a variety of sizes / layouts and over 50% of this inventory is in the 10' x 20' – 12' x 20' footprint. These units will be in compliance of the range of 9' – 9' 5" H.

CellSite Solutions will only consider shelter options that have cement-based ridged exterior and concrete fabrication. All shelter options proposed will fit the model of:

- A. Full height nominal 3' metal entry door that can be tightly secured
- B. Factory provided and reinforced openings for air conditioners, cable entry panel, and electrical service entry
- C. Factory provided tie-down attachment/anchor points
- D. Tie-down attachment clips/brackets included

CellSite Solutions will (prior to shipping) re-caulk all seams, roof, base, cable entry panels, around each HVAC unit, etc. to ensure the structure is water tight. We will also include HVAC Testing as well as a fresh coat of 10-15 year life span roof coating. CellSite Solutions will inspect shelter to ensure structural integrity.

CellSite Solutions will perform agreed upon shelter upgrades. There are several upgrades available in which we have staffing to complete prior to shipping. Our most popular and valuable options are listed below:

Update Trim & Door Paint	\$670.00
Update 10-15 Year Life Span Roof Coating	\$750.00
Update Awning Paint	\$175.00
Update HVAC units Paint	\$325.00
Update overall Exterior Concrete Sealant & Caulk Seams (Re-Caulking Seams will be included in purchase price without selecting the Full Exterior Concrete Sealant)	\$2,450.00
Replace Floor Tiles as Necessary	\$30.00/ea.
Replace all Floor Tiles	\$1,380.00
HVAC unit Testing & Repairs	\$780.00 per unit
Replace existing HVAC units with New HVAC units with 1 yr. Manufacture Warranty	\$7,600.00

CellSite Solutions will propose several shelter options with various layouts. Each Proposal will have an additional attachment to represent the included (recommended) shelter upgrades. Should Boone County decide to decline any or all of the recommended shelter upgrades, this should be disclosed on the Award Letter, on Boone County PO, or otherwise stated in writing.

Experience

CellSite Solutions is dedicated to each and every one of our clients and their project requirements. Not only do we have a team of seasoned professionals to understand your needs, but we have the experience, and the clients that will attest to this as well.

****Mid Century Telephone / Adams Fiber****

205 Mid Century Lane Fairview, IL 61432

Site work was performed: Canton, IL – in December 2014

Contact: Gary Cantrell: (217) 696-8420

- Provide Shelter
- Refurbished Shelter
- Contract Crane for Upload
- Contract Transportation for Shipping
- Contract Crane for Offload

****Mark Twain Communications Company****

PO Box 128 Hurdland, MO 63547

Site work was performed: Hurdland, MO – in January 2015

Contact: Jon Hills: (660) 423-5211

- Provided Shelter
- Refurbished Shelter
- Contract Crane for Upload
- Contract Transportation for Shipping
- Contract Crane for Offload

****Media-Com****

One Mediacom Way, Mediacom Park, NY 10918

Site work was performed: Dagsboro, DE – in January 2014

Contact: Dane Martin – (302) 245-6578

- Provided Shelter
- Refurbished Shelter
- Contract Crane for Upload
- Contract Transportation for Shipping
- Contract Crane for Offload

Feel free to reach out to any of these folks to hear about their experience with CellSite Solutions!



Attention Boon County Purchasing Department

02/17/2015

RFP #: 08-24FEB15

CellSite Solutions will use Scott's Crane Rental for the purposed crane operations for shelter offload in Columbia, MO.

Scott's Crane Rental will also be used for crane upload, shelter shipping as well as crane operations to offload in the event Boone County selects the 10x20 Fibrebond (Model D-6014) shelter for the award of this RFP.

The other shelter options are being stored in a crane yard in Ohio. In the event CellSite solutions is awarded the RFP, and one of these options are selected, we will contract the crane company in Ohio to perform the crane operations to upload the shelter, contract 3rd party shipping to the Columbia site, and Scott's Crane Rental to handle the shelter offload onto Boone County's foundation.

As it relates to the logistics for the shelter options that are being stored in Ohio, CellSite Solutions will utilize an in-house transportation Broker: Rhythm Logistics, LLC. You will find Certificates of Insurance for both Scott's Crane Rental and Rhythm Logistics, LLC enclosed.

It is understood that CellSite Solutions will be responsible for providing the tie-down plates needed to secure the shelter to the foundation. Further discussion will be had to coordinate this properly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2014

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

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

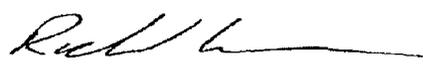
PRODUCER Emery & Karrigan Inc. 17933 NW Evergreen Parkway Suite 350 Beaverton OR 97006	CONTACT NAME: Molly McCarthy PHONE (A/C, No, Ext): FAX (A/C, No): (503) 941-8018 E-MAIL ADDRESS: jessicav@emerykarrigan.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Houston Specialty Ins Co</td> <td></td> <td>12936</td> </tr> <tr> <td>INSURER B: Great Midwest Ins Co</td> <td></td> <td>18694</td> </tr> <tr> <td>INSURER C: Westchester Surplus Lines</td> <td></td> <td>10172</td> </tr> <tr> <td>INSURER D: Imperium Insurance Co</td> <td></td> <td>35408</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Houston Specialty Ins Co		12936	INSURER B: Great Midwest Ins Co		18694	INSURER C: Westchester Surplus Lines		10172	INSURER D: Imperium Insurance Co		35408	INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Scotts Crane Rental, Inc. PO BOX 103 Holts Summit MO 65043																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CON880370-02	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Hook Liability						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Over the Road			MOBILE EQUIPMENT			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT				\$
B	AUTOMOBILE LIABILITY			CA00038280-02	11/19/2014	11/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	G27110320002	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED		RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IERD-01001079-01	11/19/2014	11/19/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER Cellsite Solutions LLC 220 Northland Ct. NE Cedar Rapids, IA 52402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rick Emery/JV 



CERTIFICATE OF LIABILITY INSURANCE

RHYLOG1

OP ID: PA

DATE (MM/DD/YYYY)

02/18/2015

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

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

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque, IA 52003 Joe J Murray	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hanover Insurance Company		22292
INSURED Rhythm Logistics LLC 1720 I Ave NE Cedar Rapids, IA 52402	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
	INSURER F : _____	
	INSURER G : _____	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contingent Cargo			IH5A054654	01/08/2014	01/08/2015	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 319-826-3415

CERTIFICATE HOLDER**CANCELLATION**

CESOIA1

Cellsite Solutions LLC
 17201 I Ave NE
 Cedar Rapids, IA 52404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BOONE COUNTY, MISSOURI
Request for Bid #: 08-24FEB15 – Used Telecommunication Equipment Shelter

ADDENDUM #1 - Issued February 3, 2015

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

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

The County received the following question and is providing a response:

- 1) We don't understand on page 6 , 4. Configuration. Does the door need to be on the long wall or short wall? If the AC units faced north, does the door need to be on the long east wall?

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

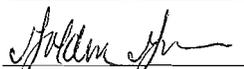
OFFEROR has examined copy of **Addendum #1** to Request for Bid# **08-24FEB15 – Used Telecommunication Equipment Shelter**, receipt of which is hereby acknowledged:

Company Name: CellSite Solutions, LLC

Address: 1720 I Ave. NE Cedar Rapids, IA

Phone Number: (319) 826-3404 Fax Number: (319) 826-3415

E-mail: Carter.Kramer@cellsite.solutions.llc.com ; golden@cellsite.solutions.llc.com

Authorized Representative Signature:  Date: 02/10/2015

Authorized Representative Printed Name: Golden Evidden



BOONE COUNTY, MISSOURI
Request for Bid #: 08-24FEB15 – Used Telecommunication Equipment Shelter

ADDENDUM #2 - Issued February 11, 2015

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

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

The County received the following question and is providing a response:

The following questions revolve around Section 3.2 point # 5 states that there will be electrical service, lighting, wall mount HVAC's, etc...

A. Can you please provide the size of HVAC (12,000 Btu/hr = 1 ton) required to cool your equipment heat loads? If you don't know what size, please provide the equipment heat loads and VFP, then I can size these for you.

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

B. Please provide the Amperage size of the electrical that is available at the site (100, 200, 300, 400, etc...).

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

C. We assume 32 Watt fluorescent bulbs are ok?

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

D. We assume you mean cable ladder?

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

By:



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

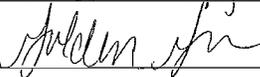
OFFEROR has examined copy of **Addendum #2** to Request for Bid# **08-24FEB15 – Used Telecommunication Equipment Shelter**, receipt of which is hereby acknowledged:

Company Name: CellSite Solutions, LLC

Address: 1720 I Ave NE Cedar Rapids, IA 52402

Phone Number: (319)826-3404 Fax Number: (319)826-3415

E-mail: Carter.Kramer@cellsitesolutionsllc.com; golden@cellsitesolutionsllc.com

Authorized Representative Signature:  Date: 02/16/2015

Authorized Representative Printed Name: Golden Gladden



BOONE COUNTY, MISSOURI
Request for Proposal #: 08-24FEB15 – Used Telecommunication Equipment Shelter

ADDENDUM #3 - Issued February 11, 2015

This addendum is issued in accordance with the Bid Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum **should be acknowledged** and submitted with Bidder'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 with this Addendum #3 the following responses are provided. **Note to Bidders: This Addendum #3 replaces Addendum #2 previously issued.**

The following questions revolve around Section 3.2 point # 5 which states that there will be electrical service, lighting, wall mount HVAC's, etc...

- A. Please provide the size of HVAC (12,000 Btu/hr = 1 ton) required to cool your equipment heat loads? If you don't know what size, please provide the equipment heat loads.
- B. Please provide the Amperage size of the electrical that is available at the site (100, 200, 300, 400, etc...).
- C. Will 32 Watt fluorescent bulbs be acceptable?
- D. Do the specifications mean "cable ladder"?

Response to all above:

- 1. Two (2) 5-Ton wall pack heat/AC units, nom 208/240 VAC single phase operation with min/max thermostat and alternator operation.
- 2. "H" configuration of 15" overhead raceway suspended from ceiling and anchored to walls.
- 3. Nominal 120/240 VAC single phase 200A electrical panel.
- 4. Space and provision to add automatic transfer switch and outboard main breaker.
- 5. High output fluorescent lighting running continuous length x 2 and width x 2 of shelter ceiling.
- 6. Wall receptacles spaced +/- 4' around perimeter, ceiling receptacles front and back of racks spaced +/- 2'
- 7. Cable/waveguide entry panel for 6 x 6 pattern of nominal 4" boots/cushions.
- 8. Smoke/Fire alarm with summary contacts.
- 9. Ground bar with halo; all metallic items bonded.

By:

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Proposal# 08-24FEB15 – Used Telecommunication Equipment Shelter, receipt of which is hereby acknowledged:

Company Name: Cell Site Solutions, LLC

Address: 1720 I Ave. NE Cedar Rapids, IA 52402

Phone Number: (319)826-3404 Fax Number: (319)826-3415

E-mail: Carter.Kramer@cellsiteolutionsllc.com ; golden@cellsiteolutionsllc.com

Authorized Representative Signature:  Date: 02/17/2015

Authorized Representative Printed Name: Golden Gladden

Golden V. Gladden

Subject: FW: RFP # 08-24FEB15 - CellSite Solutions, LLC

From: Liz Sanders [<mailto:LSanders@boonecountymo.org>]
Sent: Tuesday, February 17, 2015 4:55 PM
To: Golden V. Gladden
Cc: Bobbitt, Melinda
Subject: RE: RFP # 08-24FEB15 - CellSite Solutions, LLC

Ms. Gladden:

I have heard back from this project's consultant, and the following are clarifications you requested:

Section 3.3, titled Submittals (Page 6 of the proposal document)-

Statement of Contractor Qualification, and Contractor Ownership Affidavit(s). *Can we get more information on what is needed or are there blank forms available to state what you're looking for here?*

No forms are necessary for the above. Bidder is required to submit, with their proposal, a letter listing their qualifications that will attest to their ability to provide the structures/materials as described in the Request for Proposal. For "Contractor Ownership Affidavit", this is essentially a letter or document that verifies the bidder's ownership of the structure(s) being offered in the proposal.

Design and Construction drawings if available. *Are you looking for an engineer stamped letter for each shelter option, or for the bidder to simply acknowledge this is required upon being awarded the bid? If Bidder has a set of plans for the structure(s) offered in their proposal, please submit those with your proposal. If the structure(s) being offered do not come with a set of plans or drawings, it is not necessary to have them drawn up in order to submit a proposal for the structures offered. Boone County reserves the right to view the structure(s) in order to determine that those structures proposed will meet the County's needs.*

If you have any questions regarding the above, please contact me at 573-886-4393 or by email-
lsanders@boonecountymo.org .

Elizabeth Sanders, CPPB
Senior Buyer for
Boone County Purchasing
613 E. Ash St., Room 111
Columbia, Mo 65201
Phone: 573-886-4393
Fax: 573-886-4390
lsanders@boonecountymo.org

>>> Liz Sanders 2/17/2015 2:04 PM >>>

I have located in the proposal document where your questions arise. I've forwarded your questions to the consultant and am awaiting his response. I will forward you the missing pages. See attached.

6. E-Verify

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 offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to: <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 853729

Approved by:

Employer CellSite Solutions, LLC	
Name (Please Type or Print) Golden Gladden	Title
Signature Electronically Signed	Date 02/16/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/16/2015

Company ID Number: 853729

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CellSite Solutions, LLC
Company Facility Address	1720 I Ave NE Cedar Rapids, IA 52402
Company Alternate Address	
County or Parish	LINN
Employer Identification Number	800662891
North American Industry Classification Systems Code	238
Parent Company	NA
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 853729

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

Name Justin Caslavka
Phone Number (319) 826 - 3404
Fax Number (319) 826 - 3415
Email Address justin@cellsitesolutionsllc.com

Name Sheree Castonguay
Phone Number (319) 826 - 3404
Fax Number (319) 826 - 3415
Email Address sheree.castonguay@cellsitesolutionsllc.com

Name Carter Kramer
Phone Number (319) 826 - 3404
Fax Number (319) 826 - 3415
Email Address carter.kramer@cellsitesolutionsllc.com

Name Golden V Gladden
Phone Number (319) 826 - 3404
Fax Number (319) 826 - 3415
Email Address golden@cellsitesolutionsllc.com

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6. E-Verify

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 offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to: <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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

Debarment Certification
(Please complete and return with Proposal Response)

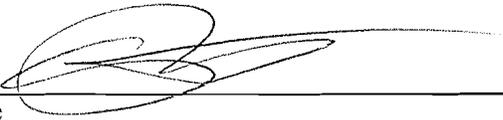
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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.

Carter Kramer President
Name and Title of Authorized Representative

 02/17/2015
Signature Date



1720 I Ave NE | Cedar Rapids, IA 52402

Phone: (319) 826-3404 | golden@cellsitesolutionsllc.com

Fax: (319) 826-3415

RE: # 08-24FEB15 – Used Telecommunication Equipment Shelter

04/30/2015

Attention: Melina Bobbitt (Director of Boone County Purchasing)

Enclosed you will find signed copies of the contract for RFP # 08-24FEB15.

Shelter Option #1 is no longer available for purchase. In provision of the RFP requirements CellSite Solutions, LLC will substitute the selected Shelter Option #1 with Shelter Option #4 for the SAME price as Shelter Option #1 (\$21,625.00). This will include the same shelter layout and inclusions, as shown below.

- 10x20 Footprint
- Dual HVAC/Door/Port & Electrical Entrance Locations
- Apply 10-15 Yr. Life Span Roof Coating
- HVAC Testing
- Re-Caulk around Exterior Seams

We look forward to working with you on this project and others that require similar products and services.

Should anything be needed prior to issuing the Notice to Proceed and/or Purchase Order, please let me know as soon as possible.

Sincerely,

Golden Gladden

Client Solutions

CellSite Solutions, LLC



Shelter Option 4



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the equipment/services/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 firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: CellSite Solutions, LLC

Address: 1720 I Ave NE
Cedar Rapids, IA 52402

Telephone: (319)826-3404 Fax: (319)826-3415

Federal Tax ID (or Social Security #): 80-0662891

Print Name: Carter Kramer Title: President

Signature: [Handwritten Signature] Date: 02/17/2015

E-Mail Address: Carter.Kramer@cellsitesolutionsllc.com

5.1. One (1) Used Telecommunication Equipment Shelter \$ 15,600.00
To include equipment as outlined in paragraph 5 of RFP
And tie-down attachment clips/brackets

Make: Andrew
Model: RCS1020-61-9B

5.2. Provision of crane and transport services to load, haul, and
offload shelter onto County's foundation \$ 7,490.00

5.3. Total (5.1 + 5.2): \$ 23,090.00

5.4. Delivery/Offloading will be completed after receipt of
purchase order: 21 days

5.5. Option 1: Provision of a second similar shelter for delivery
to a different address in Columbia 65202. Anticipated purchase
would be within 3-6 months. \$ 23,090.00

Make: Andrew

Model: RCS10201-00100-009

5.6. Pricing is firm for Option 1 for 30 days after signature of contract.

5.7. Describe warranty or attach: See Attached



Attention: Boone County Purchasing Department

02/17/2015

RFP #: 08-24FEB15 – Closing Date Feb 24th

Shelter Warranty

CellSite Solutions will provide a 5 year structural integrity warranty. In addition we will provide a 90 day warranty to cover the electrical components; including each of the HVAC units.

Should you elect to have new HVAC units installed on the shelter, you will receive a 1 Yr. manufacture warranty for the HVAC units. Electrical and structural warranties will remain the same as above with electing new HVAC installation. HVAC warranty is valid upon a licensed HVAC technician performing the initial HVAC start up upon shelter delivery in Columbia, MO.

Shelter price includes:

- Apply 10-15 Year Life Span Roof Coating
- Dual HVAC Testing
- Re-Caulk around all exterior seams (roof and base lines, around port entry panels, HVAC units, etc.)

Please see attached 'Additional Services' document to learn more about other shelter upgrade options we offer and the cost associated with each option.

The above 'shelter price includes' bullet points have been worked into your shelter price, these items are recommended by CellSite Solutions, and will be performed prior to shipping unless directed otherwise.

Selecting your additional services and signing the document will notify us of the additional work to be performed prior to shipping.



Additional Services

(Please select the following updates you would like completed on the shelter)

- Update Trim & Door Paint-**\$670.00**
- Update 10-15 Year Lifespan Roof Coating-**\$750.00** – *This is included in the shelter price*
- Update Awning Paint-**\$175.00**
- Update HVAC Paint-**\$325.00**
- Update Overall Exterior Concrete Sealant & Caulk Seams-**\$2,450.00** – *Re-Caulking seams is included in the shelter price*
- Replace Floor Tiles as Necessary-**\$30.00** per tile
- Replace all Floor Tiles-**\$1,380.00** (Shelters up to 12x20)
- HVAC Testing & Repairs-**\$780.00** per Unit - *This is included in the shelter price*
- Replace entire HVAC Units w/ Manufacture Warranty-**\$7,600.00** (up to 5 ton Marvair HVAC)
- New Port Entry Location-**\$745.00** (Up to twelve 4 "port plate)
- Replace Door-**\$1,900.00** (up to 42" x 84")

***When selecting New HVAC units; please allow 4-6 weeks for manufacturing and installation.*

Buyer Signature: _____ Date: _____

ANDREW CORPORATION SHELTER MODEL RCS1020-61-95

INTL	REV	DESCRIPTION	DATE	APPROVED
SH	-	RELEASED FOR APPROVAL	9/9/99	
SL	A	REVISED CODE DATA	2/17/00	J. WARD
RH	B	REVISED SEISMIC DATA	7/5/00	

041579

**BUSINESS UNIT HEADQUARTERS
AND MANUFACTURING FACILITY**

ANDREW - ANG
27 Amlajack Blvd
Newnan, GA U.S.A. 30265
Telephone: (770) 251-8777
FAX: (770) 304-4640

MANUFACTURING FACILITY

ANDREW - AKAN
1290 Southwest 10th Road
Burlington, KS, U.S.A. 66839
Telephone: (316) 364-5200
FAX: (316) 364-8490

MANUFACTURING FACILITY

ANDREW - ASC
8430 Rovona Circle
Sacramento, CA U.S.A. 95828
Telephone: (916) 381-9378
FAX: (916) 381-9380

DESIGN OPTIONS

SPECIFIC PROJECT DRAWINGS SHALL SPECIFY WHICH OPTIONS APPLY TO A PARTICULAR SHELTER MODEL.
ALL UNITS OF A PARTICULAR MODEL NUMBER SHALL BE CONSTRUCTED WITH THE SAME DESIGN OPTIONS.

STRUCTURAL

- FLOOR**
- SLAB THICKNESS
 - 2F 2" THICK
 - 3F 3" THICK
- DESIGN LIVE LOAD**
- PSF125F 125 PSF LIVE LOAD
 - PSF200F 200 PSF LIVE LOAD

- OVERHANG**
- OH4R NO OVERHANG
 - OH3R 3" OVERHANG
- DESIGN SNOW LOAD**
- PSF60R 60 PSF SNOW LOAD
 - PSF100R 100 PSF SNOW LOAD

- WALLS**
- WALL PANEL THICKNESS**
- 3W 3" THICK
 - 4W 4" THICK

INTERIOR FINISHES

- SUBFLOOR**
- SF4F NO SUBFLOOR
 - SFWF PLYWOOD, THICK
 - SFCF CEMENT BOARD, THICK

- FLOOR FINISH**
- FFF VINYL COMPOSITION TILE
 - FFOF OTHER

- PANELLING**
- FRP50C 1/2" FRP
 - FRP75C 3/4" FRP
 - CFDC OTHER

- PANELLING**
- FRP50W 1/2" FRP
 - FRP75W 3/4" FRP
 - WFOF OTHER

INSULATION

- FLOOR**
- R13F NOMINAL R13 FLOOR

- ROOF**
- R2R NOMINAL R2 ROOF
 - R13R NOMINAL R13 ROOF
 - R24R NOMINAL R24 ROOF

- WALLS**
- R2W NOMINAL R2 WALLS
 - R13W NOMINAL R13 WALLS
 - R24W NOMINAL R24 WALLS

PANEL FINISH

- INTERIOR SURFACE**
- FFF FLOAT FINISH
 - FTF HARD TROWEL FINISH

- EXTERIOR SURFACE**
- FBR BRUSH FINISH

- EXTERIOR SURFACE**
- FAW EXPOSED AGGREGATE
 - FSW SMOOTH (FLOAT)
 - FFL FORMLUMER
 - FOW OTHER

DESIGN CRITERIA

FLOOR LIVE LOAD*, PSF	200		
ROOF LIVE (SNOW) LOAD*, PSF	60 OR 100		
WIND LOAD, MPH (3 SECOND GUST)	150		
	WINDWARD	LEEWARD	ROOF
UBC, PSF	48.8	-30.5	-42.7
BOCA, PSF	60.2	-42.0	-54.1
SBCCI, PSF	54.5	N/A	-63.6
OBBC, PSF	60.2	-42.0	-54.1
ASCE7	29.7	-35.9	-76.3

SEISMIC ZONE IV "Z" = "A₀" = 0.40

- UBC, HORIZONTAL SEISMIC COEFFICIENT .37
- BOCA, HORIZONTAL SEISMIC COEFFICIENT .22
- SBCCI, HORIZONTAL SEISMIC COEFFICIENT .22
- OBBC, HORIZONTAL SEISMIC COEFFICIENT .22

FIRE RATING OF WALLS

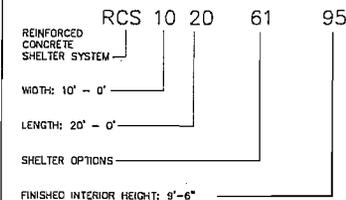
- 3" WALL (OPT "3W") 1 HOUR
- 4" WALL (OPT "4W") 2 HOURS

* DEPENDS ON DESIGN OPTION SELECTED.

BUILDING CODE DATA

MODEL CODE	EDITION	CONSTRUCTION TYPE	OCCUPANCY/USE GROUP
OTFDC	195	-	-
BOCA	1999	5B	S2
SBCCI	1997	VI-UNPROTECTED	S2
OBBC	1998	5B	S2
NMC	1993	-	-
NBC	1999	5B	S2
NEC	1996	-	-
	1999	-	-

MODEL NUMBER DESIGNATION



BASIS OF DESIGN

THESE PROJECT DRAWINGS ARE INTENDED TO BE USED IN CONJUNCTION WITH THE "SYS-RCS" REINFORCED CONCRETE SHELTER SYSTEM DRAWINGS (SHEETS 1 - 18). SEE "SYS-RCS" FOR ALL TYPICAL STRUCTURAL AND ARCHITECTURAL DETAILS, AND TYPICAL CASTING LAYOUTS, WHERE TYPICAL DETAILS ARE NOT APPLICABLE. PROJECT DRAWINGS SHALL SHOW SPECIFIC DESIGN DETAILS.

ANDREW CORPORATION
21 Linkway Blvd
Newnan, GA 30265
FAX: (770) 304-4640

ANDREW

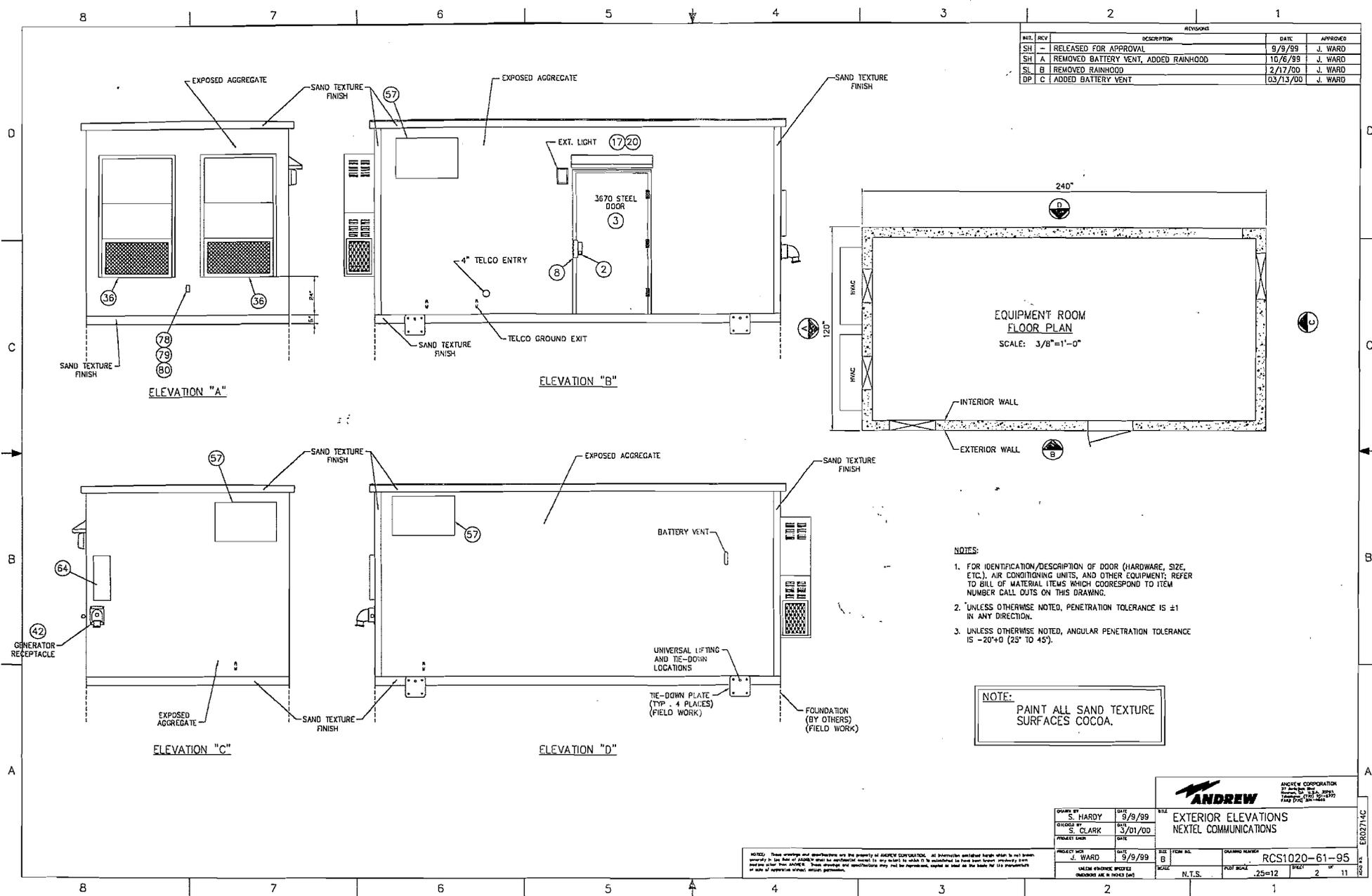
ANDREW CORPORATION
8430 Rovona Circle
Sacramento, CA 95828
FAX: (916) 381-9380

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DESIGNED BY	DATE	SIZE
S. HARDY	9/9/99	9/9/99
CHECKED BY	DATE	
S. CLARK	03/01/00	
PROJECT OWNER	DATE	
J. WARD	9/9/99	
PROJECT MGR	DATE	
J. WARD	9/9/99	
DESIGNED BY	DATE	
S. CLARK	03/01/00	
PROJECT MGR	DATE	
J. WARD	9/9/99	
SCALE	N.T.S.	
PROJECT NO.	RCS1020-61-95	
SHEET NO.	1	11

REV. ERO2713B

REV.	REV.	DESCRIPTION	DATE	APPROVED
SH	-	RELEASED FOR APPROVAL	9/9/99	J. WARD
SH	A	REMOVED BATTERY VENT, ADDED RAINHOOD	10/6/99	J. WARD
SL	B	REMOVED RAINHOOD	2/17/00	J. WARD
DP	C	ADDED BATTERY VENT	03/13/00	J. WARD



EQUIPMENT ROOM
FLOOR PLAN
SCALE: 3/8"=1'-0"

- NOTES:
1. FOR IDENTIFICATION/DESCRIPTION OF DOOR (HARDWARE, SIZE, ETC.), AIR CONDITIONING UNITS, AND OTHER EQUIPMENT; REFER TO BILL OF MATERIAL ITEMS WHICH CORRESPOND TO ITEM NUMBER CALL OUTS ON THIS DRAWING.
 2. UNLESS OTHERWISE NOTED, PENETRATION TOLERANCE IS ±1 IN ANY DIRECTION.
 3. UNLESS OTHERWISE NOTED, ANGULAR PENETRATION TOLERANCE IS -20+0 (25° TO 45°).

NOTE:
PAINT ALL SAND TEXTURE SURFACES COCOA.

ANDREW CORPORATION
27 South St., 1st Fl., 19015
TOWSON, MD 21286
FAX: 410/551-1664

DESIGNED BY S. HARDY	DATE 9/9/99	SHEET B	PROJECT NAME EXTERIOR ELEVATIONS NEXTEL COMMUNICATIONS
DRAWN BY S. CLARK	DATE 3/01/00		
PROJECT NO. J. WARD	DATE 9/9/99	TEAM NO. B	DRAWING NUMBER RCS1020-61-95
UNLESS OTHERWISE SPECIFIED CHECKED BY: (FIELD SIGN)		SCALE N.T.S.	PLOT SCALE -25=12
		SHEET 2	OF 11

NOTES: These elevations and specifications are the property of ANDREW CORPORATION. All dimensions indicated herein shall be not shown otherwise in the Bill of Materials and for reference only. It is understood that these drawings are preliminary and are subject to change without notice. These drawings and specifications may not be represented, copied or used in any way without the written permission of ANDREW CORPORATION.

E002714C

ITEM	QTY	U/M	PART NO.	DESCRIPTION
1	1	EA	RCS1020-61-295	CONCRETE SHELTER
2	1	EA	367978-83	TRILOGY COMBINATION LOCK SET
3	1	EA	367981-123CE-6	DOOR, 3'-6" x 7'-0" NH 18GA DOOR, CYL. PREP-PAINTED COCOA
4	1	EA	367981-170-3	1/4" BENT PLATE FOR THRESHOLD W/ TILE FLOOR
5	1	EA	367991-14H	DOOR CLOSURE, HYDRAULIC, HD
6	1	EA	379890-10-1	HINGES, SS 4 1/2" CHROME/BRASS
7	1	EA	367981-164-360	THRESHOLD, 3'-6"
8	1	EA	379890-12	LOCKGUARD, PICKPLATE
9	1	EA	367978-66	STRIKE PLATE
10	1	EA	367966-35	DOOR CANOPY, 6" x 48" - PAINTED COCOA
11	1	EA	-	OPEN DOOR ALARM (367959-1)
12	1	EA	367991-13	DOOR HOLDER
13	1	EA	379902-108	LITERATURE, HOLDER
14	1	EA	367986-31B	SWTCH, MOLDED CASE/50 AMP (PART #00200)
15	6	EA	366175-17-1	LIGHT, INTERIOR FLUOR, W/LENS & ACRYLIC COVER
16	1	EA	366176-78	EMERGENCY LIGHT W/ EXIT SIGN
17	1	EA	021930-1	LIGHT, EXTERIOR WITH PHOTOCELL (WEATHERPROOF)
18	1	EA	367986-114	DISTRIBUTION PANEL COVER
19	12	EA	-	BULB, FLUORESCENT COOL WHITE, 40W (021550)
20	1	EA	-	BULB, INCANDESCENT 100W (021570)
21	1	EA	366250-15	SWTCH, MANUAL TRANSFER SP/200A
22				
23	1	EA	367986-40	DISTRIBUTION PANEL 200A, 40 SPACE
24	1	EA	367964-28	GROUND BAR KIT, PK23GTA (DIST)
25	1	EA	-	GROUND BAR KIT, PK0GTA-8 (MIS) (367964-1-1)
26	1	EA	-	BREAKER, 15A/120V (021410)
27	10	EA	-	BREAKER, 20A/120V (021430)
28	1	EA	021490	BREAKER, 20A/240V
29				
30	10	EA	367986-3	BREAKER, 30A/240V
31	2	EA	-	BOX, 6" x 6" (367973-60)
32				
33				
34	1	EA	368016-4-2	POWER FAILURE ALARM
35	1	EA	367989-83	SURGE ARRESTOR, TRANSLECTOR #CP2365
36	2	EA	367328-10-7	A/C 3 TON, W/SKW HEAT W/ ECONOMIZERS
37				
38				
39	1	EA	367986-32	BREAKER 30A/120V
40	2	EA	367316-1-5A	A/C INSTALLATION KIT
41	1	EA	367961-30	7-DAY TIMER (LEAD LAG)
42	1	EA	367980-72	APPLETON GENERATOR RECEPTACLE #AJA20034-200RS
43	1	EA	379890-8-2	PERMINENT CORE W/2 KEYS - BEST
44	6	EA	367976-76-1	VULKEM, TUBE
45				
46				
47	2	EA	E21590	THERMOSTAT, HI/LOW TEMP
48				
49	20	FT	367982-10	TRIM, 1/2" EDGE TRIM FOR TELCO BOARD
50	1	EA	368013-4-103.5	PANELING, FRP, 1/2" x 48" x 103.5" (TELCO BOARD)
51	5	FT	-	2" RUNNING THREAD (367952-22)
52				
53	50	EA	-	HALO GROUND STAND-OFFS (367959-30)
54	1	EA	367970-68	GROUND STRAP, DOOR
55	200	FT	-	WIRE, #2 GREEN COPPER STRANDED (367956-8) (FOR HALO)
56	75	FT	-	WIRE, #6 GREEN COPPER STRANDED (023170)
57	3	EA	367990-56	WAVEGUIDE COVER PLATE, ALUM 25.5" x 39.5" x 3/16" - PAINTED COCOA
58				
59				
60	37	EA	-	LUG, 2 HOLE, CRIMP, #6 WRE (208172)
61				
62				
63	1	EA	-	CADWELD, #XLOS WELD METAL (379996-4)
64	1	EA	367986-165	BREAKER ENCLOSURE, 200A
65	1	EA	367986-165-1	BREAKER, 200A/240V
66	20	FT	-	WIRE, #3/0 THHN CABLE (367956-22)
67	1	EA	242319-1	GROUND BAR ASSEMBLY (1/4" X 4" X 12")
68	1	EA	367962-18-1	FAN OUTLET ASSEMBLY
69	1	EA	367962-18	SQUIRREL VENT FAN
70	1	EA	367961-14	TIMER 24 HOUR
71	2	EA	-	1 1/2" PVC TERMINAL ADAPTORS, SCH. 40, (367996-124)
72	2	EA	-	1/2" PVC TERMINAL ADAPTORS, SCH. 40 (367986-18)
73				
74				
75	2	EA	-	GROUNDING BUSHING - 2" (367950-15)

ITEM	QTY	U/M	PART NO.	DESCRIPTION
76	2	EA	-	BOX, 6" x 6" x 4" PULL (367973-60)
77	3	FT	-	PVC, 1/2", SCH. 40, (367996-65)
78	1	EA	-	BOX, 2" x 4" WEATHERPROOF (367973-3)
79	1	EA	-	COVER, 2" x 4" DUPLEX WEATHERPROOF (367973-109)
80	1	EA	-	RECEPTACLE, DUPLEX GFI, 20A/120V (366200-63)
81				
82	7	EA	-	RECEPTACLE, DUPLEX 20A/120V (022780)
83				
84	2	EA	-	SWTCH, 15A/120V (022990)
85				
86	8	EA	367954-107	WALL ANGLE, 2" X 2" X 3 1/2"
87	14	EA	367954-45	HANGER, HANGER BRACKET
88	1	EA	367976-45-3	WEATHERSTRIP, 3"-0" LONG
89	14	EA	-	HANGER, HAT BRACKET (J21430)
90	12	EA	367954-23	CLAMP, CORNER
91	4	EA	367954-26	CLAMP, SPICE
92	2	EA	367974-36-2	WIREWAY, CLOSING PLATE (4" x 4") W/O KNOCKOUTS
93	5	EA	367954-123-16	CABLE LADDER, 16"
94	1	EA	367974-16	WIREWAY, 4" x 4" x 5'
95	2	EA	367976-45-7	WEATHERSTRIP, 7"-0"
96	1	EA	367976-20-5	WEATHERSTRIP, 3"-0" - THRESHOLD
97				
98				
99	6	EA	367954-104H	PLASTIC CABLE LADDER ENDCAPS
100	4	EA	-	3/4" 90° CONNECTOR (367984-3)
101	28	FT	-	FLEX CONDUIT 3/4" (367984-1)
102	4	EA	-	3/4" STRAIGHT CONNECTOR (367984-2)
103	2	EA	-	UNISTRUT 1 5/8" (368017-22)
104	1	EA	368RR13-1020	CEILING INSULATION & FRAMING KIT
105	1	EA	368WR13-1020-95	WALL INSULATION & FRAMING KIT
106	1	EA	368FT-1020	FLOOR TILE KIT
107	1	EA	368P4-1020-95	4/8" INTERIOR FRP KIT
108	1	EA	-	
109	1	EA	367968-53	FIRE EXTINGUISHER, 20 LB., CO2
110	1	EA	367959-24	SMOKE DETECTOR, 120VDC
111	1	EA	367959-24-1	SMOKE DETECTOR RELAY
112	2	EA	367992-24-2	RELAY FOR HYAC SHUTDOWN
113	2	EA	367992-33	RELAY HASE
114	2	EA	-	ENTRY LB, 2" W/GASKET & COVER (368016-109-1)
115	10	FT	-	2" EMT CONDUIT (367957-16)
116	3	EA	-	2" EMT BOX CONNECTOR (367969-1)
117	4	EA	-	GROUNDING BUSHING - 2" (367950-15)
118	40	FT	-	WIRE, #2 SOLID TINNED COPPER (367956-26)

REV	REV	DESCRIPTION	DATE	APPROVED
SH	-	RELEASED FOR APPROVAL	9/9/99	J. WARD
SH	A	REVISED PER CUSTOMER RED LINES	10/5/99	J. WARD
SL	B	REMOVED ITEM #115, #116, #117, & # 118	2/17/00	J. WARD
SL	C	ADDED ITEM #4, REVISED PART NO. ON #63	3/09/00	J. WARD
OP	O	ADDED ITEMS #68, 69, 70	3/13/00	J. WARD
SL	E	REVISED #76, #87, #89 & ADDED #112 & #113	3/22/00	J. WARD
SL	F	REVISED REVISION BLOCK, CHANGES ON SHT #4, & #7	3/24/00	J. WARD
SL	G	REVISED ITEM #7 PART NO. & REVISION BLOCK	3/31/00	J. WARD
SL	H	REVISED QUANTITY ON #112 & #113	4/04/00	J. WARD
SL	J	REVISED ITEM #63	5/5/00	J. WARD
DP	K	ITEMS #15 & #16 CHGD TO BULK ISSUE PER S BROCKWAY	06/28/00	J. WARD
SL	L	REVISED REVISION BLOCK, CHANGES ON SHT #4, #5 & #6	7/11/00	J. WARD
SL	M	REVISED REVISION BLOCK, CHANGES ON SHT #5	8/14/00	J. WARD

SHEET 1 2 3 4 5 6 7 8 9 10 11											DRAWN BY S. HARDY DATE 9/9/99 CHECKED BY S. CLARK DATE 3/01/00 PROJECT NO. PROJECT ENG. J. WARD DATE 8/9/99 UNDER CONTROL BY (CHECK ONE) <input type="checkbox"/> IN PROGRESS		 ANDREW CORPORATION 17000 W. 10th Ave., Suite 200 Denver, CO 80202 (303) 750-1000		BILL OF MATERIALS NEXTEL COMMUNICATIONS	
REVISION A C L C B O A O O D											DRAWING NUMBER RCS1020-61-95		SHEET 11			

NOTES: These drawings and specifications are the property of ANDREW CORPORATION. All information, published herein, shall be not known or used in the field of ANDREW and the manufacturer thereof in any way, or unless it is authorized to have been known previously from another source than ANDREW. These drawings and specifications may not be reproduced, copied or used in the manufacture of any of operations without written permission.

8 7 6 5 4 3 2 1

GENERAL NOTES

- CONDUIT TO BE EMT OR RIGID UNLESS NOTED. MINIMUM SIZE OF CONDUIT AND FITTINGS IS 1/2" OR AS NOTED. UPSIZING IS PERMITTED. LAYOUT LOCATIONS ARE FOR REFERENCE ONLY AND MAY VARY UNLESS NOTED OTHERWISE.
- ALL BOXES, LIGHT FIXTURES AND ELECTRICAL EQUIPMENT TO BE + / - 1/2" UNLESS OTHERWISE NOTED. BOXES OR RECEPTACLES 6" x6" OR SMALLER SHALL NOT BE INSTALLED ON PANELING TRIM.

FOR RECTIFIER DROPS (STARTING ON THE LEFT AND PROCEEDING TO THE RIGHT:

DROP #1 - COIL 7 FT OF 3/4" SEAL-TIGHT FLEX. RUN RECTIFIER #1 & #2 THROUGH DROP #1. LABEL EACH DROP AS TO IT PROPER CIRCUIT & TY-RAP END.

FOR RECTIFIER #1 (CKT #17 & #19):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

FOR RECTIFIER #2 (CKT #18 & #20):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

DROP #2 - COIL 7 FT OF 3/4" SEAL-TIGHT FLEX. RUN RECTIFIER #3 & #4 THROUGH DROP #2. LABEL EACH DROP AS TO IT PROPER CIRCUIT & TY-RAP END.

FOR RECTIFIER #3 (CKT #21 & #23):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

FOR RECTIFIER #4 (CKT #22 & #24):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

DROP #3 - COIL 7 FT OF 3/4" SEAL-TIGHT FLEX. RUN RECTIFIER #5 & #6 THROUGH DROP #3. LABEL EACH DROP AS TO IT PROPER CIRCUIT & TY-RAP END.

FOR RECTIFIER #5 (CKT #25 & #27):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

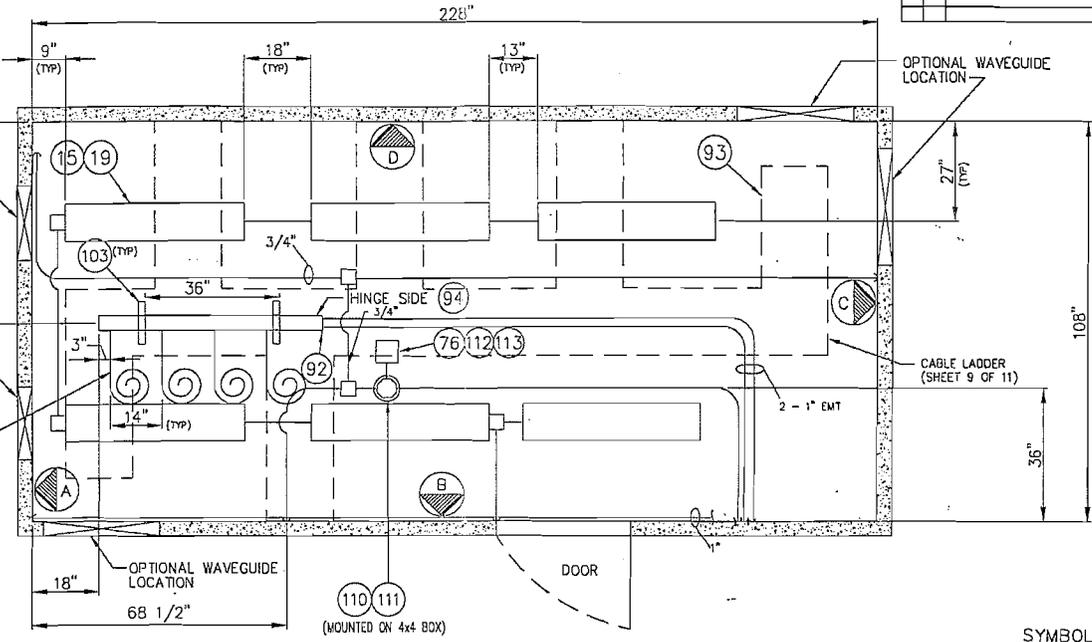
FOR RECTIFIER #6 (CKT #26 & #28):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

DROP #4 - COIL 7 FT OF 3/4" SEAL-TIGHT FLEX. RUN RECTIFIER #7 & #8 THROUGH DROP #4. LABEL EACH DROP AS TO IT PROPER CIRCUIT & TY-RAP END.

FOR RECTIFIER #7 (CKT #29 & #31):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

FOR RECTIFIER #8 (CKT #30 & #32):
PULL 2 #10 CONDUCTING WIRES 5 FT PAST END OF FLEX.
PULL 1 #10 GROUNDING WIRE 5 FT PAST END OF FLEX.

DROP #1 IS LOCATED CLOSEST TO ENDWALL.



CEILING/FLOOR

#	REV	DESCRIPTION	DATE	APPROVED
SH	-	RELEASED FOR APPROVAL	8/9/99	J. WARD
SL	A	ADDED 6" x 6" PULL BOX	3/22/00	J. WARD
SL	B	UPSIZED CONDUIT TO A/C	3/24/00	J. WARD
SL	C	UPSIZED CONDUIT RUNS TO WIREWAY FROM 3/4" TO 1"	7/11/00	

EXTERIOR DIMENSIONS	
LENGTH:	20'-0" (240")
WIDTH:	10'-0" (120")
HEIGHT:	10'-3" (123")
INTERIOR DIMENSIONS	
LENGTH:	19'-0" (228")
WIDTH:	9'-6" (114")
HEIGHT:	9'-2" (110")
R13 INTERIOR	

SYMBOL LEGEND

- 4"x4" JUNCTION BOX
- ⊠ 20A 125V SINGLE RECEPT. IN A 4"x4" BOX
- ⊠ 20A 125V DUPLEX RECEPT. IN A 4"x4" BOX
- ⊠ 20A 125V DDUBLE DUPLEX RECEPT. IN A 4"x4" BOX
- ⊠ 20A 250V SINGLE RECEPT. IN A 4"x4" BOX
- ⊠ 20A 125V SINGLE RECEPT. IN A 2"x4" BOX
- ⊠ 2"x4" JUNCTION BOX
- ⊠ 15A 120V LIGHT SWITCH IN A 4"x4" BOX
- ⊠ 2-15A 120V LIGHT SWITCHES IN A 4"x4" BOX
- ⊠ 15A 120V LIGHT SWITCH IN A 2"x4" BOX
- ⊠ HINGE COVER BOX (HINGE TO LEFT IS SHOWN)

DESIGNED BY S. HARDY	DATE 9/9/99
CHECKED BY S. CLARK	DATE 03/01/00
PROJECT LEAD J. WARD	DATE 9/9/99

ANDREW CORPORATION
27 Amphlett Blvd
Newport, CA, U.S.A. 92555
Telephone: (714) 791-8777
FAX: (714) 564-1646

**REFLECTED CEILING
NEXTEL COMMUNICATIONS**

DRAWING NUMBER: **RCS1020-61-95**

SCALE: 3/8"=1'-0" PLOT SCALE: 25=12 SHEET: 4 OF 11

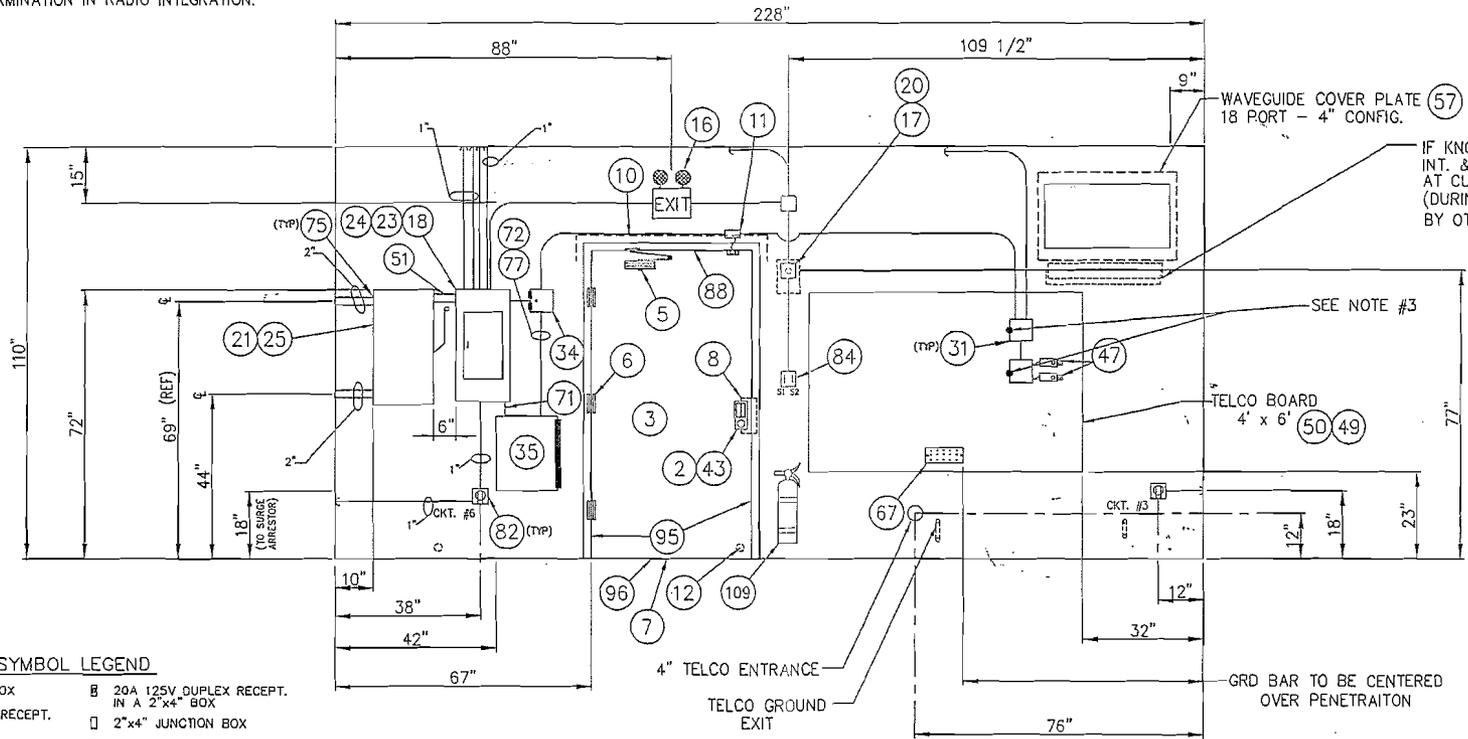
8 7 6 5 4 3 2 1

8 7 6 5 4 2 1

GENERAL NOTES

1. CONDUIT TO BE EMT OR RIGID UNLESS NOTED. MINIMUM SIZE OF CONDUIT AND FITTINGS IS 1/2" OR AS NOTED. UPSIZING IS PERMITTED. LAYOUT LOCATIONS ARE FOR REFERENCE ONLY AND MAY VARY UNLESS NOTED OTHERWISE.
2. ALL BOXES, LIGHT FIXTURES AND ELECTRICAL EQUIPMENT TO BE + / - 1/2" UNLESS OTHERWISE NOTED. BOXES OR RECEPTACLES 6" x6" OR SMALLER SHALL NOT BE INSTALLED ON PANELING TRIM.
3. INSERT ROMEX CONNECTOR IN KNOCKOUT IN 6X6 BOXES TO ALARM BLOCKS. IDENTIFY THE SHELTER ALARMS & PIGTAIL 2' OF ALARM WIRE IN 6" X 6" BOX FOR FUTURE TERMINATION IN RADIO INTEGRATION.

REVISIONS				
NO.	REV	DESCRIPTION	DATE	APPROVED
SH	-	RELEASED FOR APPROVAL	9/9/99	J. WARD
SL	A	UPSIZED CONDUIT RUNS FROM DIST. PANEL TO WIREWAY	7/11/00	J. WARD
SL	B	RELOCATED ELEC OUTLET ON RT SIDE TO 12"	6/14/00	J. WARD



IF KNOWN INSTALL WAVEGUIDE AND INT. & EXT. GROUND BARS AT CUSTOMER SPECIFIED LOCATION. (DURING RADIO INTERGRATION OR BY OTHERS ON SITE.)

SEE NOTE #3

EXTERIOR DIMENSIONS	
LENGTH:	20'-0" (240")
WIDTH:	10'-0" (120")
HEIGHT:	10'-3" (123")
INTERIOR DIMENSIONS	
LENGTH:	19'-0" (228")
WIDTH:	9'-6" (114")
HEIGHT:	9'-2" (110")
R13 INTERIOR	

- SYMBOL LEGEND**
- 4"x4" JUNCTION BOX
 - ⊞ 20A 125V SINGLE RECEPT. IN A 4"x4" BOX
 - ⊞ 20A 125V DUPLEX RECEPT. IN A 4"x4" BOX
 - ⊞ 20A 125V DOUBLE DUPLEX RECEPT. IN A 4"x4" BOX
 - ⊞ 20A 250V SINGLE RECEPT. IN A 4"x4" BOX
 - ⊞ 20A 125V SINGLE RECEPT. IN A 2"x4" BOX
 - 2"x4" JUNCTION BOX
 - 15A 120V LIGHT SWITCH IN A 4"x4" BOX
 - 2-15A 120V LIGHT SWITCHES IN A 4"x4" BOX
 - 15A 120V LIGHT SWITCH IN A 2"x4" BOX
 - HINGE COVER BOX (HINGE TO LEFT IS SHOWN)

FRONT WALL ELEVATION

DRAWN BY S. HARDY	DATE 9/9/99	ANDREW CORPORATION 27 Antebank Blvd. Roswell, GA, U.S.A. 30059 Telephone: (770) 291-8177 FAX: (770) 504-4640
DESIGNED BY S. CLARK	DATE 3/1/00	
PROJECT LEAD J. WARD	DATE 9/9/99	TITLE FRONT LONG WALL LAYOUT NEXTEL COMMUNICATIONS
<small>NOTICE: These drawings and specifications are the property of ANDREW CORPORATION. All information contained herein shall be and remain proprietary to the Client and ANDREW shall be held in confidence and shall not be disclosed to any third party without the prior written consent of ANDREW. These drawings and specifications may not be reproduced, copied or used in any way for the manufacture of any part of any equipment without the prior written consent of ANDREW CORPORATION.</small>		SIZE FROM NO. B DRAWING NUMBER RCS1020-61-95 PLOT SCALE 3/8"=1'-0" SHEET 5 OF 11

8 7 6 5 4 3 2 1

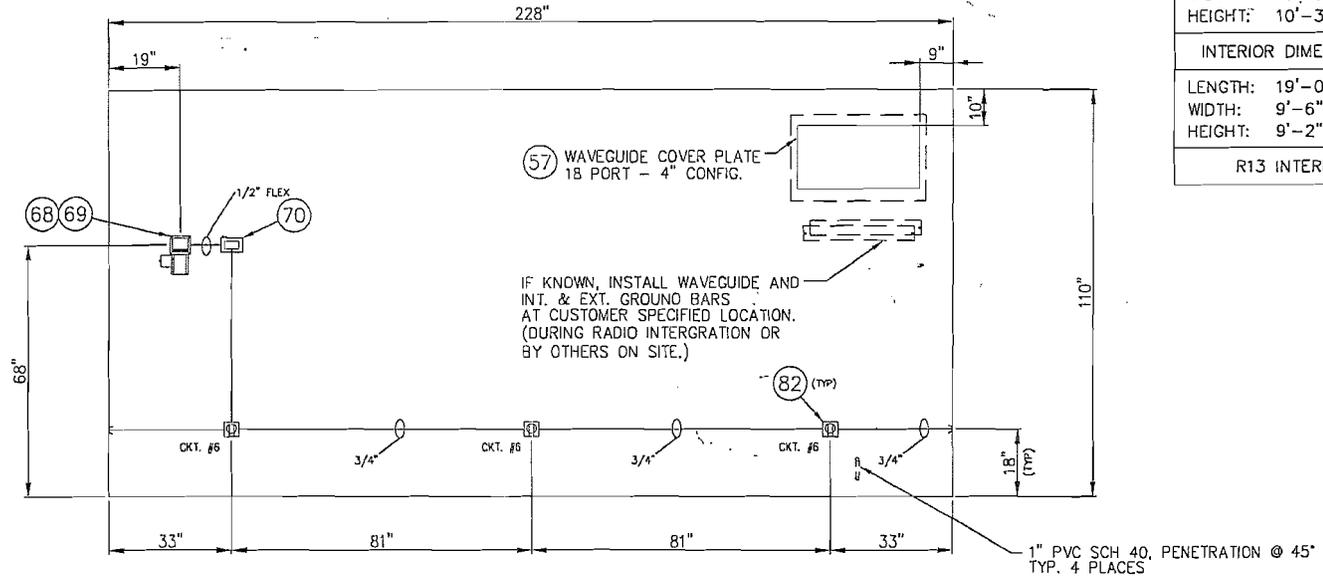
8 7 6 5 4 3 2 1

GENERAL NOTES

1. CONDUIT TO BE EMT OR RIGID UNLESS NOTED. MINIMUM SIZE OF CONDUIT AND FITTINGS IS 1/2" OR AS NOTED. UPSIZING IS PERMITTED. LAYOUT LOCATIONS ARE FOR REFERENCE ONLY AND MAY VARY UNLESS NOTED OTHERWISE.
2. ALL BOXES, LIGHT FIXTURES AND ELECTRICAL EQUIPMENT TO BE + / - 1/2" UNLESS OTHERWISE NOTED. BOXES OR RECEPTACLES 6" x6" OR SMALLER SHALL NOT BE INSTALLED ON PANELING TRIM.

NO.	REV	DESCRIPTION	DATE	APPROVED
SH1	-	RELEASED FOR APPROVAL	9/9/99	J. WARD
SH1	A	REMOVED SQUIRREL FAN ADDED DC FAN	10/5/99	J. WARD
SL	B	REMOVED DC FAN	2/17/00	J. WARD
DP	C	ADDED SQUIRREL FAN AND TIMER ITEM #S 68, 69, 70	03/13/00	J. WARD
SL	D	UPSIZED (2) 81" CONDUIT RUNS TO 3/4"	7/11/00	

EXTERIOR DIMENSIONS	
LENGTH:	20'-0" (240")
WIDTH:	10'-0" (120")
HEIGHT:	10'-3" (123")
INTERIOR DIMENSIONS	
LENGTH:	19'-0" (228")
WIDTH:	9'-6" (114")
HEIGHT:	9'-2" (110")
R13 INTERIOR	



SYMBOL LEGEND

- 4"x4" JUNCTION BOX
- ⊠ 20A 125V SINGLE RECEPT. IN A 4"x4" BOX
- ⊠ 20A 125V DUPLEX RECEPT. IN A 4"x4" BOX
- ⊠ 20A 125V DOUBLE DUPLEX RECEPT. IN A 4"x4" BOX
- ⊠ 20A 250V SINGLE RECEPT. IN A 4"x4" BOX
- ⊠ 20A 125V SINGLE RECEPT. IN A 2"x4" BOX
- ⊠ 20A 125V DUPLEX RECEPT. IN A 2"x4" BOX
- ⊠ 15A 120V LIGHT SWITCH IN A 4"x4" BOX
- ⊠ 2-15A 120V LIGHT SWITCHES IN A 4"x4" BOX
- ⊠ 15A 120V LIGHT SWITCH IN A 2"x4" BOX
- ⊠ HINGE COVER BOX (HINGE TO LEFT IS SHOWN)

BACK WALL ELEVATION

DRAWN BY S. HARDY	DATE 9/9/99	<p>ANDREW CORPORATION 27 Amherst Blvd Marietta, GA, U.S.A. 30065 Telephone: (770) 251-8777 FAX: (770) 364-4640</p>
CHECKED BY S. CLARK	DATE 3/01/00	
PROJECT ENDR	DATE	TITLE BACK LONG WALL LAYOUT NEXTEL COMMUNICATIONS
PROJECT LEAD J. WARD	DATE 9/9/99	<p>SHEET NO. 6 OF 11</p> <p>PLANT SCALE: 1/8" = 1'-0"</p> <p>DRIVING NUMBER: RCS102061-95</p>

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES (MM)

8 7 6 5 4 3 2 1

8

7

6

5

4

3

2

1

GENERAL NOTES

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2. ALL BOXES, LIGHT FIXTURES AND ELECTRICAL EQUIPMENT TO BE + / - 1/2" UNLESS OTHERWISE NOTED. BOXES OR RECEPTACLES 6" x6" OR SMALLER SHALL NOT BE INSTALLED ON PANELING TRIM.
3. COIL 1 STRAND OF #10 WIRE 5 FEET FROM CKT. #37 FOR FUTURE CUSTOMER USE. ALSO COIL (1 STRAND EACH) #10 GROUND AND #10 NEUTRAL WIRE FROM SAME CIRCUIT.

REVISIONS				
INIT.	REV.	DESCRIPTION	DATE	APPROVED
SH	-	RELEASED FOR APPROVAL	9/9/99	
SL	A	UPSIZED A/C CONDUIT	3/24/00	<i>[Signature]</i>

D

D

C

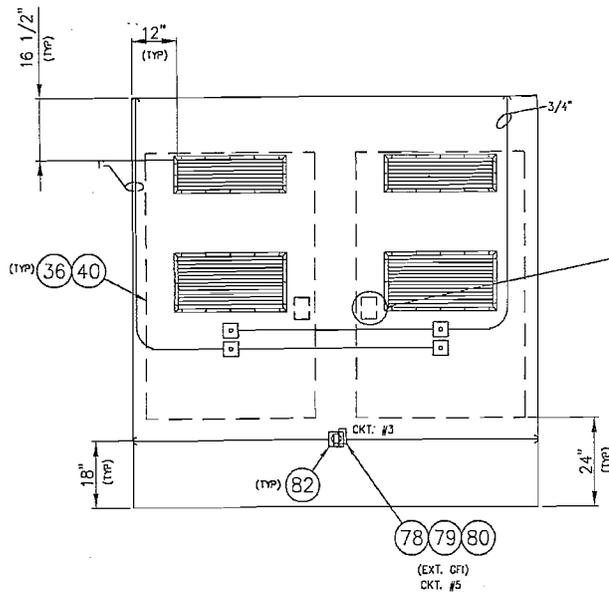
C

B

B

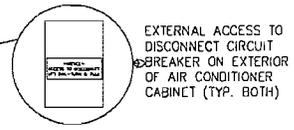
A

A

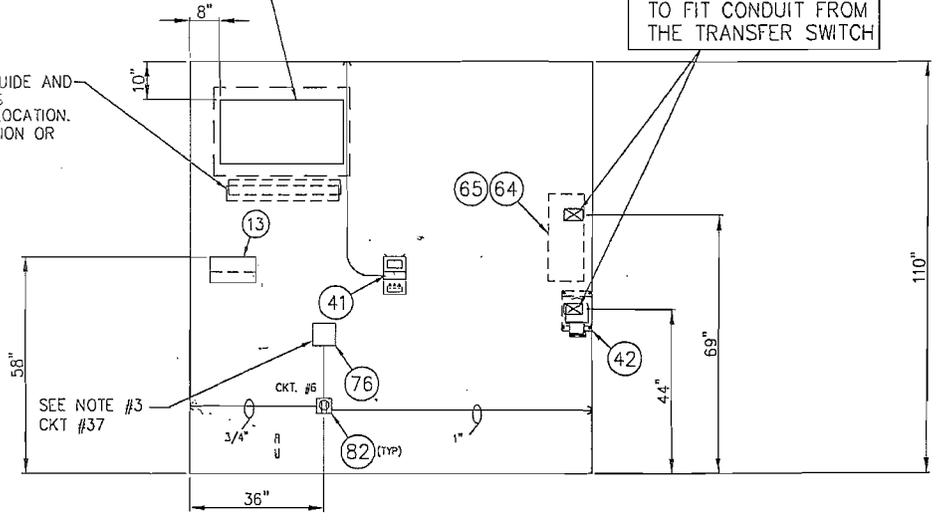


A LEFT END WALL

IF KNOWN, INSTALL WAVEGUIDE AND INT. & EXT. GROUND BARS AT CUSTOMER SPECIFIED LOCATION. (DURING RADIO INTERGRATION OR BY OTHERS ON SITE.)



(57) DRILL HOLES IN PLATE TO MATCH WAVEGUIDE PLATE



C RIGHT END WALL

DO NOT CUT OUT 3" X 5" SLOT IN FRP CUT 2" HOLE IN FRP TO FIT CONDUIT FROM THE TRANSFER SWITCH

DRAWN BY S. HARDY CHECKED BY S. CLARK PROJECT ENG'D C. J. WARD	DATE 9/9/99 DATE 3/01/00 DATE 3/24/00 DATE 9/9/99	ANDREW CORPORATION 27 Amphipack Blvd Marietta, GA, U.S.A. 30066 Telephone: (770) 241-8777 FAX: (770) 304-4810
TITLE SHORT WALL LAYOUTS NEXTEL COMMUNICATIONS		
SIZE B	FCSI NO. RCS1020-61-95	DRAWING NUMBER RCS1020-61-95
SCALE 3/8" = 1'-0"	PLOT SCALE .25 = 12	SHEET 7 OF 11

8

7

6

5

4

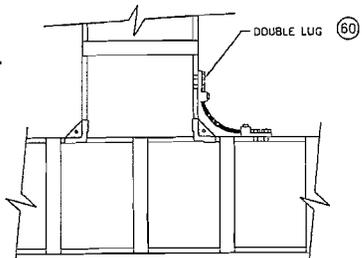
3

2

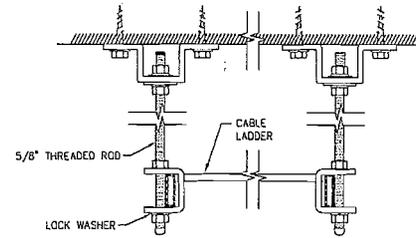
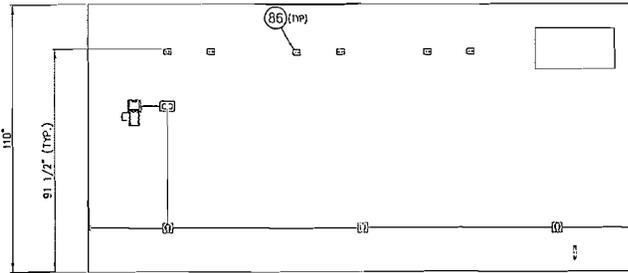
1

REV. ERO2719A

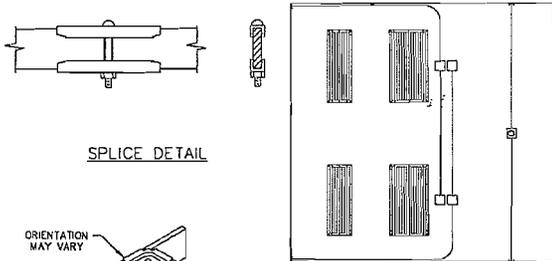
INT. REV.	DESCRIPTION	REVISIONS	DATE	APPROVED
SH -	RELEASED FOR APPROVAL		9/9/99	J. WARD
SH A	ADDED DC FANS		10/6/99	J. WARD
SL B	REMOVED DC FANS		2/17/00	J. WARD
DP C	ADDED DC FANS		03/13/00	J. WARD
SL D	REMOVED 6 HANGER BRACKETS		03/22/00	



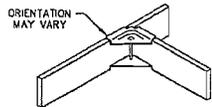
CABLE LADDER BONDING AT T-JUNCTIONS
N.T.S.



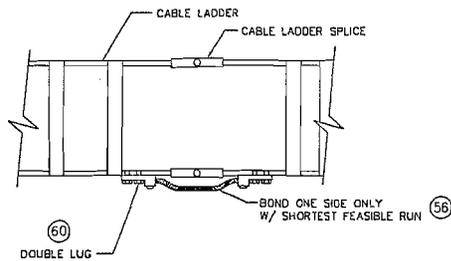
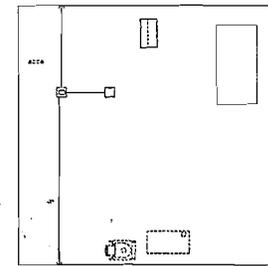
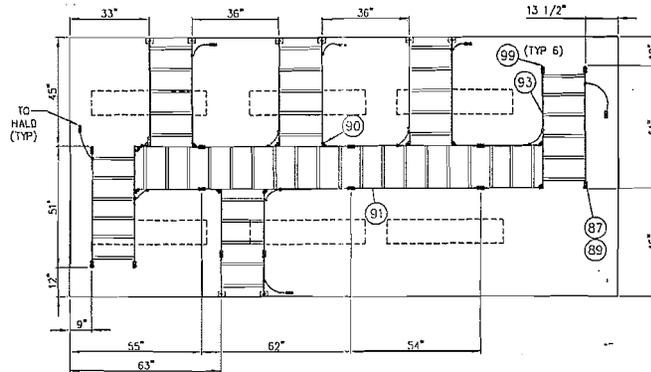
CEILING SUPPORT BRACKET



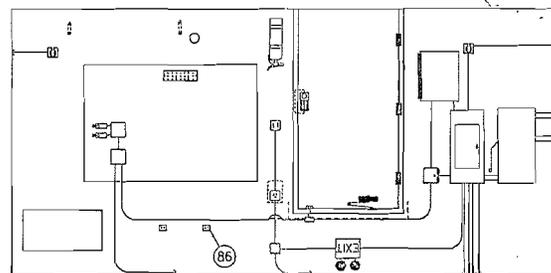
SPLICE DETAIL



"TEE" JUNCTION
N.T.S.



CABLE LADDER BONDING AT SPLICES
N.T.S.



NOTES

1. CABLE LADDER TO BE MOUNTED 91 1/2" A.F.F. (TO BOTTOM)

SYMBOL LEGEND

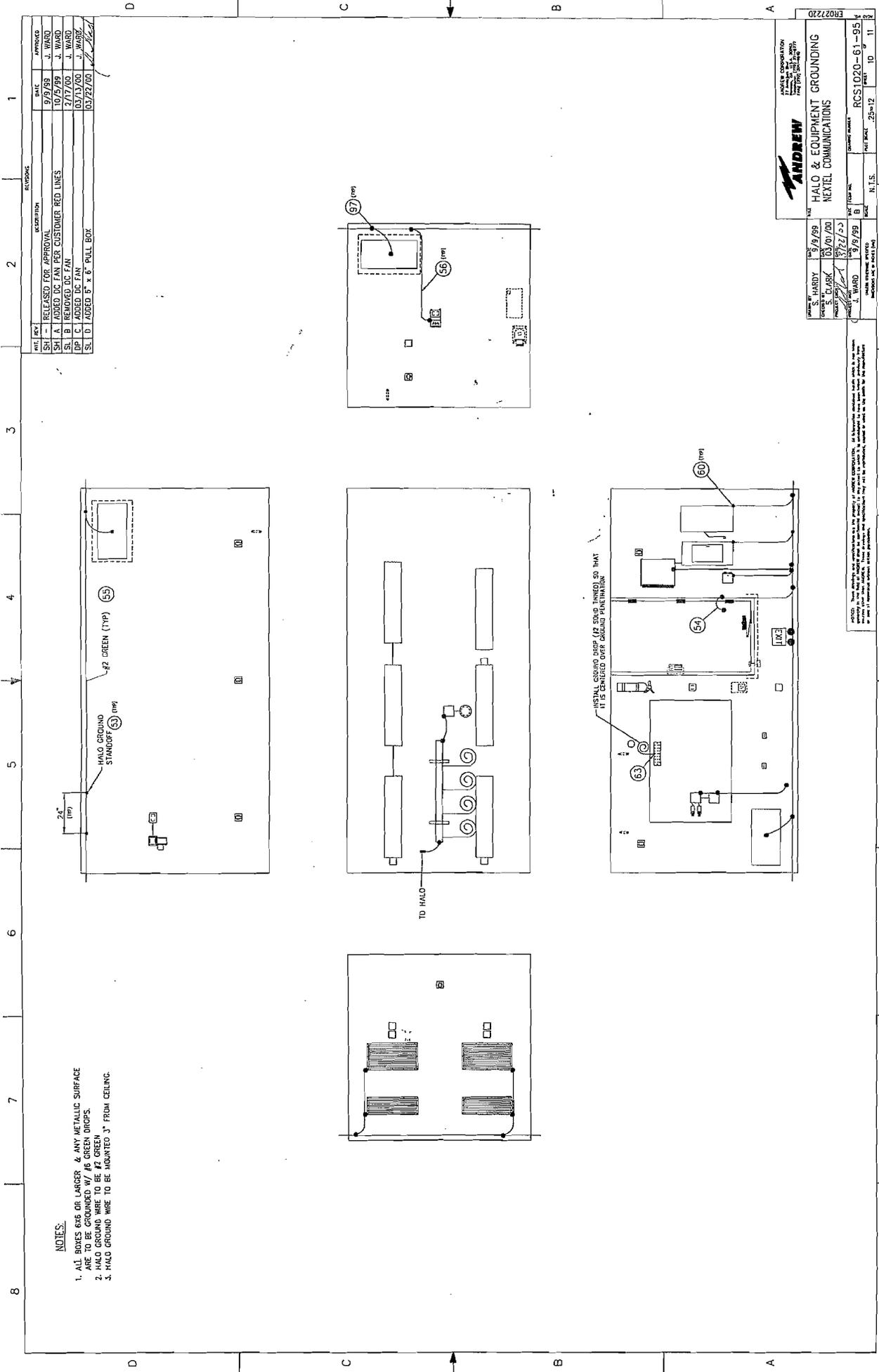
- 4"x4" JUNCTION BOX
- ⊞ 20A 125V SINGLE RECEPT. IN A 4"x4" BOX
- ⊞ 20A 125V DUPLEX RECEPT. IN A 4"x4" BOX
- ⊞ 20A 125V DOUBLE DUPLEX RECEPT. IN A 4"x4" BOX
- ⊞ 20A 250V SINGLE RECEPT. IN A 4"x4" BOX
- ⊞ 20A 125V SINGLE RECEPT. IN A 2"x4" BOX
- ⊞ 20A 125V DUPLEX RECEPT. IN A 2"x4" BOX
- ⊞ 2"x4" JUNCTION BOX
- ⊞ 15A 120V LIGHT SWITCH IN A 4"x4" BOX
- ⊞ 2-15A 120V LIGHT SWITCHES IN A 4"x4" BOX
- ⊞ 15A 120V LIGHT SWITCH IN A 2"x4" BOX
- ⊞ HINGE COVER BOX (HINGE TO LEFT IS SHOWN)

NOTICE: These drawings and specifications are the property of ANDREW CORPORATION. All information contained herein shall be and remain proprietary in the hands of ANDREW unless it is certified in writing to any third party which is authorized to have been previously been furnished under license. These drawings and specifications may not be reproduced, copied or used in the hands of the manufacturer or any of its suppliers without the prior permission of ANDREW CORPORATION.

DESIGNED BY S. HARDY	DATE 9/9/99	BY J. WARD	DATE 9/9/99	SCALE N.T.S.	PROJECT NO. RCS1020-61-95
CHECKED BY S. CLARK	DATE 03/01/00	PROJECT NO. RCS1020-61-95	DATE 03/22/00	SCALE N.T.S.	PROJECT NO. RCS1020-61-95
PROJECT NO. RCS1020-61-95	DATE 03/22/00	SCALE N.T.S.	PROJECT NO. RCS1020-61-95	SCALE N.T.S.	PROJECT NO. RCS1020-61-95



ER027210



REV	NO	DESCRIPTION	DATE	APPROVED
1	1	RELEASED FOR APPROVAL	9/9/99	J. WARD
2	2	ADDED DC FAN PER CUSTOMER RED LINES	10/5/99	J. WARD
3	3	REMOVED DC FAN	2/17/00	J. WARD
4	4	ADDED DC FAN	03/13/00	J. WARD
5	5	ADDED 6" x 6" PULL BOX	03/22/00	J. WARD

ANDREW
 ANDREW CORPORATION
 14000 W. BROADWAY
 FORT WORTH, TEXAS 76150

HALO & EQUIPMENT GROUNDING
 NEXTEL COMMUNICATIONS

DATE: 9/9/99
 DESIGNED BY: S. CLARK
 CHECKED BY: J. WARD
 PROJECT NO: 97-1233
 DATE: 9/9/99
 SCALE: N.T.S.
 SHEET NO: 25-12
 PROJECT: RCS1020-01-95

NOTES: These drawings are submitted to the client for their review and approval. All dimensions indicated shall apply to the work shown. The client shall be responsible for providing all necessary information and materials. The client shall be responsible for providing all necessary information and materials. The client shall be responsible for providing all necessary information and materials.

PACK-UP MATERIALS

(IN ADDITION TO ITEMS FROM PACK-UP INSTRUCTIONS)

ITEM	QTY.	U/M	PART NO.	DESCRIPTION
1				
2	1	EA	368024-11	CONCRETE TIE DOWN KIT (4 PLATES)
3				
4	1	EA	367976-76-1	BUFF VULKEM
5	1	EA	367976-76-2	BRONZE VULKEM
6	1	QT	367988-30-9	COCOA PAINT
7	1	EA	367989-93	SURGE ARRESTOR #TCS110
8	1	EA	368007-29-1	WAVEGUIDE, 18-PORT 4"
9	2	EA	367964-41	GROUND BARS
10	1	EA	36901-2	PACK-UP BOX
11	1	EA	379902-132-1	FIRST AID KIT
12	1	EA	379902-132-2	BATTERY ROOM SAFETY KIT
13				
14				

**PACK-UP INSTRUCTIONS
FOR PRE-INSTALLED ITEMS**

- 1) ITEMS BELOW APPLY TO THIS SHIPMENT.
 - A) SECURE 6 (QTY.) FLUORESCENT LIGHTS IN PLACE.
 - B) REMOVE AND PACK THE FOLLOWING ITEMS WITH HARDWARE:

QTY.	DESCRIPTION
1	EXTERIOR LIGHT (LABEL WRES)
1	EXTERIOR GROUND BAR(S)
1	DOOR CANOPY
1	FIRE EXTINGUISHER
 - C) SECURE 1 (QTY.) STEEL DOOR(S) WITH DEADBOLT.
 - D) INCLUDE EQUIPMENT WARRANTIES AND OTHER PERTINENT INFORMATION IN LITERATURE HOLDER.
 - E) INSTALL ANDREW DATA PLATE ON OUTSIDE OF DISTRIBUTION PANEL.
 - F) INSTALL THIRD PARTY INSPECTION INSIGNIA ON FRONT OF DISTRIBUTION PANEL (IF APPLICABLE).
 - G) INSTALL STATE INSIGNIA WHERE REQUIRED (IF APPLICABLE).
- 2) DRAWINGS IN DRAWING LIST MARKED WITH AN ASTERISK (*) ARE TO BE INCLUDED IN THE SHELTER PACK-UP MATERIALS.
- 3) SEAL ALL OPENINGS PRIOR TO SHIPMENT.
- 4) PLACE ALL PACK-UP MATERIALS AS CLOSE TO DOOR AS POSSIBLE AND SECURE.
- 5) SECURE TRANSPORTATION SCREENS ON A/C QUICK-DISCONNECT COVERS.

DATE	REV	DESCRIPTION	DATE	APPROVED
	SH1	RELEASED FOR APPROVAL	9/9/99	J. WARD

DRAWING LIST

SEE NOTE ?	DRAWING NO.	SHEET	SIZE	TITLE OF DRAWING
*	RCS1020-61-95	1 OF 11	B	SYSTEM DESIGN DATA
*	RCS1020-61-95	2 OF 11	B	ELEVATIONS
*	RCS1020-61-95	3 OF 11	B	BILL OF MATERIAL
*	RCS1020-61-95	4 OF 11	B	CEILING LAYOUT PLAN
*	RCS1020-61-95	5 OF 11	B	FRONT WALL LAYOUT
*	RCS1020-61-95	6 OF 11	B	BACK WALL LAYOUT
*	RCS1020-61-95	7 OF 11	B	END WALLS
*	RCS1020-61-95	8 OF 11	B	ELECTRICAL SCHEMATIC
*	RCS1020-61-95	9 OF 11	B	CABLE LADDER LAYOUT, DETAILS & GROUNDING
*	RCS1020-61-95	10 OF 11	B	EQUIPMENT GROUNDING
*	RCS1020-61-95	11 OF 11	B	SHIPPING/SET-UP INSTRUCTIONS
	RCS1020-61-299	1 THRU 7	C	CASTINGS
*	L-001-2	1 OF 1	C	LIFTING DETAILS
*	T-001-1	1 OF 1	C	TRANSPORTATION DETAILS
*	I-RCS-P	1 OF 1	C	FLAT PLATE TIE DOWN KIT DRAWING
*	I-RCS-A	1 OF 1	C	ANGLE PLATE TIE DOWN KIT DRAWING
*		1 OF 1	C	PREVENTIVE MAINTENANCE MANUAL

SHIPPING SPECIFICATIONS
BLOG. LENGTH: 22'-0" W/OVERHANGS
BLOG. WIDTH: 10'-6" W/OVERHANGS
OVERALL BLOG. HEIGHT: 10'-0"
APPROX. BLOG. WEIGHT: 37,600 LBS.
OFFLOADING REQUIREMENTS
■ CABLE OFFLOAD: REF. DWG.# L-001-2 FOR CRANE SUPPLIED CABLES, SHACKLES & SPREADER BAR.

FIELD SET-UP INSTRUCTIONS

RESPONSIBLE PARTY		ITEMS CHECKED MUST BE INSTALLED AFTER DELIVERY OF SHELTER. REFER TO OWNER'S MANUALS AND/OR DRAWINGS INDICATED.	REFERENCE ITEM OR DWG#
ANDREW FIELD CREW	CUSTOMER		
	X	TIE-DOWN SHELTER TO FOUNDATION	SYS-RCS, SH1 13 OF 13
X		TRANSPORT SHELTER	T-001-1
		OFFLOAD SHELTER	L-001-3
	X	INSTALL EXTERIOR LIGHT, LENS & BULB	
	X	INSTALL DOOR CANOPY W/GROUND STRAP	
	X	INSTALL GROUND BAR(S)	

NOTE: These drawings and specifications are the property of ANDREW CORPORATION. All intellectual and/or technical data shall be held in confidence by the user of ANDREW and shall be returned to ANDREW in any event in which it is determined to have been produced from ANDREW prior to ANDREW. These drawings and specifications may not be reproduced, copied or used for any purpose other than that of the original project without the written permission of ANDREW CORPORATION.

CHECKED BY S. HARDY DATE 9/9/99	DATE 9/9/99	 ANDREW CORPORATION 22000 E. 15th Ave., Suite 200 Denver, CO 80231 FAX (303) 301-8848
DRAWN BY S. CLARK DATE 03/01/00	DATE 9/9/99	
PROJECT MGR J. WARD		DRAWING NO. RCS1020-61-95
SCALE N.T.S.		SHEET 11 OF 11

SHIPPING/SET UP INSTRUCTIONS
NEXTEL COMMUNICATIONS

ER02723



BOONE COUNTY, MISSOURI
Request for Proposal #: 08-24FEB15 – Used Telecommunication Equipment Shelter
REVISED CLOSING DATE: Tuesday, March 3, 2015

ADDENDUM #4 - Issued February 24, 2015

This addendum is issued in accordance with Request for Proposal Introduction and General Information and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum **should be acknowledged** and submitted with Bidder'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 Closing Date for receiving sealed proposals for Used Telecommunications Shelter has been extended to 3:00 P.M., Tuesday, March 3, 2015. Closing Date has been extended in order to establish further competition for the commodity/service listed above.

By:


Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #4** to Request for Proposal# **08-24FEB15 – Used Telecommunication Equipment Shelter**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Proposal #: 08-24FEB15 – Used Telecommunication Equipment Shelter

ADDENDUM #3 - Issued February 11, 2015

This addendum is issued in accordance with the Bid Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Bidders are reminded that receipt of this addendum **should be acknowledged** and submitted with Bidder'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 with this Addendum #3 the following responses are provided. **Note to Bidders: This Addendum #3 replaces Addendum #2 previously issued.**

The following questions revolve around Section 3.2 point # 5 which states that there will be electrical service, lighting, wall mount HVAC's, etc...

- A. Please provide the size of HVAC (12,000 Btu/hr = 1 ton) required to cool your equipment heat loads? If you don't know what size, please provide the equipment heat loads.
- B. Please provide the Amperage size of the electrical that is available at the site (100, 200, 300, 400, etc...).
- C. Will 32 Watt fluorescent bulbs be acceptable?
- D. Do the specifications mean "cable ladder"?

Response to all above:

1. Two (2) 5-Ton wall pack heat/AC units, nom 208/240 VAC single phase operation with min/max thermostat and alternator operation.
2. "H" configuration of 15" overhead raceway suspended from ceiling and anchored to walls.
3. Nominal 120/240 VAC single phase 200A electrical panel.
4. Space and provision to add automatic transfer switch and outboard main breaker.
5. High output fluorescent lighting running continuous length x 2 and width x 2 of shelter ceiling.
6. Wall receptacles spaced +/- 4' around perimeter, ceiling receptacles front and back of racks spaced +/- 2'
7. Cable/waveguide entry panel for 6 x 6 pattern of nominal 4" boots/cushions.
8. Smoke/Fire alarm with summary contacts.
9. Ground bar with halo; all metallic items bonded.

By:

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing

OFFEROR has examined copy of **Addendum #3** to Request for Proposal# **08-24FEB15 – Used Telecommunication Equipment Shelter**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 08-24FEB15 – Used Telecommunication Equipment Shelter

ADDENDUM #2 - Issued February 11, 2015

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

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

The County received the following question and is providing a response:

The following questions revolve around Section 3.2 point # 5 states that there will be electrical service, lighting, wall mount HVAC's, etc...

A. Can you please provide the size of HVAC (12,000 Btu/hr = 1 ton) required to cool your equipment heat loads? If you don't know what size, please provide the equipment heat loads and VFP, then I can size these for you.

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

B. Please provide the Amperage size of the electrical that is available at the site (100, 200, 300, 400, etc...).

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

C. We assume 32 Watt fluorescent bulbs are ok?

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

D. We assume you mean cable ladder?

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

By:



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of **Addendum #2** to Request for Bid# **08-24FEB15 – Used Telecommunication Equipment Shelter**, receipt of which is hereby acknowledged:

Company Name: _____

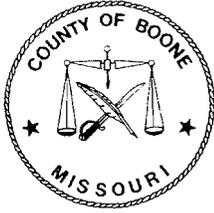
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 08-24FEB15 – Used Telecommunication Equipment Shelter

ADDENDUM #1 - Issued February 3, 2015

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

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

The County received the following question and is providing a response:

- 1) We don't understand on page 6 , 4. Configuration. Does the door need to be on the long wall or short wall? If the AC units faced north, does the door need to be on the long east wall?

Response: If AC units are on north (short) wall, then door should be on (long) west wall and cable entry panel on (long) east wall.

By: 
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of **Addendum #1** to Request for Bid# **08-24FEB15 – Used Telecommunication Equipment Shelter**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

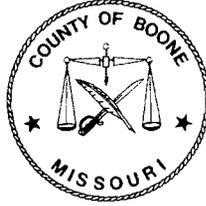
Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR USED TELECOMMUNICATION EQUIPMENT SHELTER

RFP #08-24FEB15

Release Date: *January 20, 2015*

**Submittal Deadline:
February 24, 2015
not later than 1:00 p.m. central time**

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

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
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:

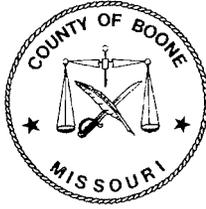
PROPOSAL #: 08-24FEB15 – Used Telecommunication Equipment Shelter

Sealed proposals will be accepted until 1:00 p.m. on Tuesday, February 24, 2015 in the Boone County Purchasing Office, Boone County Annex Building, Room 110, 613 E. Ash Street, Columbia, MO 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 or download from the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO
Director of Purchasing

Insertion: Thursday, January 22, 2015
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **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 1:00 P.M.**, central time, on ~~Tuesday, February 24, 2015~~ to:

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

RFPs will be opened shortly after 1:00 p.m. in the Conference Room of the Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

- b) The County may not accept any proposals received after 1:00 P.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and three (3) copies of the proposal (total of four). 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 or firm 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.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for one (1) **Used Telecommunication Equipment Shelter** as set forth herein.

2.1.2 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) Proposal Submission Information
- 5) Response/Pricing Page

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, prior to the bid opening and preferably no later than 5:00 p.m., Thursday, February 19, 2015. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, 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.

- a. Melinda Bobbitt, CPPO
Director of Purchasing
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 amendment 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.



3. SCOPE OF SERVICES

3.1. GENERAL

1. General

The County desires to acquire one telecommunication equipment shelter for use in its public safety radio system. It is expected that Contractor will provide a shelter that has been formerly used for this application from within the commercial wireless industry and which will already be furnished with selected equipment and hardware that will be useful to County.

2. Location

As part of this process, Contractor shall arrange to deliver and set shelter onto foundation constructed by County. Location for the shelter is:

Emergency Communication Center
2145 E. County Drive
Columbia, MO 65202

(Rear of 2121 County Drive, Columbia, MO 65202)

3.2. REQUIREMENTS

1. Shelters suitable for consideration shall meet the following general requirements.

2. Dimensions

Desired nominal size is 10' in width and 20' in length. Alternately, 12' in width and/or 18' in length would be considered. Nominal 8' to 9' interior height is desired.

2. Construction

Shelters should be of cement-based rigid panel or cast assembly style. Metal or wood frame construction shelters are unacceptable. Each shelter should have the following provisions:

- A. Full height nominal 3'-0" metal entry door that can be tightly secured
- B. Factory provided and reinforced openings for air conditioners, cable entry panel, and electrical service entry
- C. Factory provided tie-down attachment/anchor points
- D. Contractor to furnish tie-down attachment clips/brackets

3. Appearance

An exposed aggregate exterior finish in neutral tan or brown color is preferred. Structural integrity and water tightness are paramount to County, but shelter appearance is also a consideration.

4. Configuration

Shelter should have two wall-mounted Air Conditioning units mounted on one end (short dimension). Entry door should be at far end of adjacent long dimension wall viewing counterclockwise from above. Cable entry panel or provision for panel to be relocated should be to a 'high mount' position, roughly opposite the door opening.

5. Shelter Equipment

The following equipment is desired for the shelter

- A. Two wall-mount Air Conditioner units
- B. Nominal 120/240 VAC single phase electrical service panel
- C. Typical complement of installed overhead lighting
- D. Typical complement of overhead raceway components and hardware
- E. Typical complement of electrical circuit wiring and HVAC control wiring

6. Delivery and Placement

Following award of purchase, Contractor shall furnish specific dimensional details to allow County to construct foundation for selected shelter. Following completion of foundation by County, Contractor shall provide crane and transport services to load, haul, and offload shelter onto County's foundation.

Contractor to furnish tie-down attachment clips/brackets but installation will be by others.

3.3. SUBMITTALS

- 1. Statement of Contractor qualification
- 2. Photographs of proposed shelter(s)
- 3. Design and construction drawings if available
- 4. Written concurrence to permit County to inspect shelter(s) prior to award
- 5. Contractor Ownership affidavit(s)
- 6. Contractor's proposed crane service and hauling provider
- 7. Proposed costs based on:
 - A. Delivery/offloading for the listed site
 - B. Option of purchasing a second similar shelter for delivery to a different address, also in Columbia, MO 65202

3.4. Contract Terms and Conditions:

1. 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.
2. Offeror must clearly state 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 requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
3. Totals bid on the attached Response Page must include all fees for equipment, delivery, set shelter onto foundation constructed by County, services to load, haul, and offload shelter onto County's foundation, and furnish tie-down attachment clips/brackets.
4. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3.5. The Contractor shall provide insurance as follows:

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

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

3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as

shall protect 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

4. Business 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; non-owned and both on and off the site of work.

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

6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

7. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not

limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

3.6. Cancellation Agreement:

The County reserves the right to cancel the contract with cause, if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract may be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach, but is not required to do so.

3.7. Invoicing:

Invoice should be submitted to Boone County Commission office for payment which will be made 30 days after receipt of a correct and valid invoice. The County's contract number must appear on the invoice/statement. The billing address is Boone County Commission, Attn: Karen M. Miller, 801 East Walnut, Room 333, Columbia, MO 65201.

3.8. Guarantee:

Bidder agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the County, unless otherwise specified on the response page.

3.9. Delivery Requirements:

Contractor shall contact the County Representative with a minimum notice of three (3) working days to schedule delivery by calling Boone County Radio Consultant, Dave Dunford, (913) 208-9561.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and three (3) additional copies**.

a. The Offeror shall submit the proposal to:

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

b. The proposals must be delivered no later than ~~1:00 p.m. on February 24, 2015~~. Proposals may not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category 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.

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.

4.1.1.3. 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.

4.1.1.4. 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.

4.1.2. 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:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. 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.

4.1.2.3. 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.

4.1.2.4. 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.

4.1.3. Evaluation and Award Process:

4.1.3.1. 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 evaluator(s) shall 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**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, and/or a tour of the vendor's facility, 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.

4.1.4. Evaluation:

4.1.4.1. 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.

4.1.4.2. 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 (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 4.1.4.5. Where the words “shall” or “must” are used, they signify a required minimum function of system capacity that will heavily impact the Bidder’s final response rating.
- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the equipment/services/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 firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. **One (1) Used Telecommunication Equipment Shelter** \$ _____
To include equipment as outlined in paragraph 5 of RFP
And tie-down attachment clips/brackets

Make: _____

Model: _____

5.2. **Provision of crane and transport services to load, haul, and**
offload shelter onto County's foundation \$ _____

5.3. **Total (5.1 + 5.2):** \$ _____

5.4. **Delivery/Offloading will be completed after receipt of**
purchase order: _____ days

5.5. **Option1: Provision of a second similar shelter for delivery**
to a different address in Columbia 65202. Anticipated purchase
would be within 3-6 months. \$ _____

Make: _____

Model: _____

5.6. Pricing is firm for Option 1 for _____ days after signature of contract.

5.7. Describe warranty or attach:

6. E-Verify

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 offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:
<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

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

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

Applicant

Date

Printed Name

Debarment Certification
(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



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

"No Bid" Response Form

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

"NO BID RESPONSE FORM"

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

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

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

Bid: 08-24FEB15 – Used Telecommunication Equipment Shelter

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



CERTIFICATE OF LIABILITY INSURANCE

CELLS-1 OP ID: TD

DATE (MM/DD/YYYY)
04/30/2015

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

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

PRODUCER First Iowa Insurance Agency 4101 Glass RD NE, PO Box 997 Cedar Rapids, IA 52406-0997 Aaron R. Brown	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Cell Site Solutions, LLC Carter Kramer 1720 I Ave NE Cedar Rapids, IA 52402	INSURER A: Western National Mutual Ins.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	CPP1101724 XCU INCLUDED	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	CPP1100896	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB1016751	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV1013017	10/25/2014	10/25/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			CPP1101757	10/25/2014	10/25/2015	Rented 100,000
A	Installation Float			CPP1101757	10/25/2014	10/25/2015	Install 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The County of Boone is listed as an additional insured on the General Liability, Auto and Umbrella policies. Waiver of Subrogation is included on the General Liability, Auto, Umbrella and Work Comp policies. 30 days notice of cancellation (except 10 days for nonpayment) will be sent on all but Work Comp policies. Work Comp coverage includes state of MO.

CERTIFICATE HOLDER BOON008 County of Boone 613 E. Ash Street, Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20¹⁵

County of Boone

14th

day of May

20¹⁵

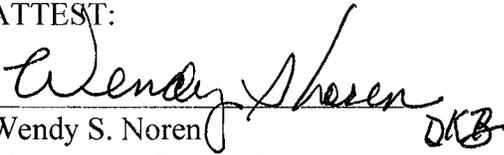
In the County Commission of said county, on the

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

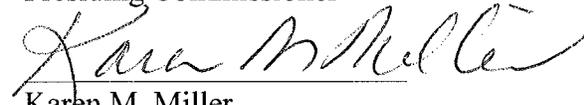
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, May 26, 2015, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

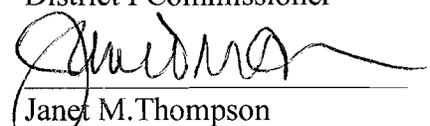
Done this 14th of May, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

214-2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

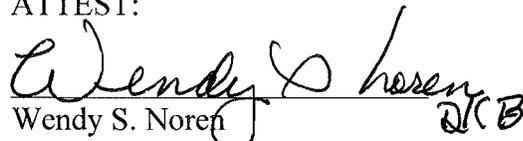
In the County Commission of said county, on the 14th day of May 20 15

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

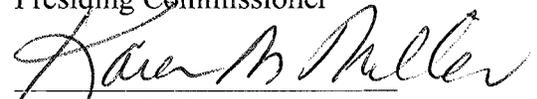
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Friday, May 15, 2015, at 2:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

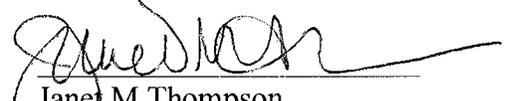
Done this 14th of May, 2015.

ATTEST:


Wendy S. Noren JCB
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

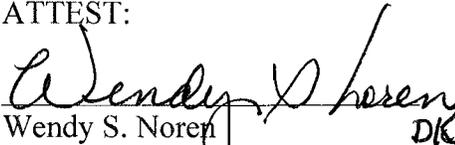
In the County Commission of said county, on the 14th day of May 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by the Centralia Second Chance from 6PM -7PM, every Sunday from May 1, 2015 thru April 30, 2016.

Done this 14th day of May, 2015.

ATTEST:


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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: CENTRALIA SECOND CHANCE

Address: _____

City: CENTRALIA State: MO ZIP Code 65240

Phone: 573 808 1497 Website: _____

Individual Requesting Use: RANDALL SIMMONS Position in Organization: _____

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Weekly Meetings

Description of Use (ex. Speaker, meeting, reception): Meetings

Date(s) of Use: Sundays 6pm "1800"

Start Time of Setup: 1800 AM/PM Start Time of Event: 6 AM/PM

End Time of Event: 1900 AM/PM End Time of Cleanup: 6 AM/PM

- The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
 2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
 3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
 4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
 5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: RANDALL SIMMONS

Phone Number: 573 808 1497 Date of Application: 05 07 2015

Email Address: RSIM@centralia2ndchance.net

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:
Wendy Shosen
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: May 14, 2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 15

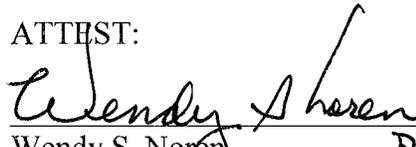
In the County Commission of said county, on the 14th day of May 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Renew Missouri for July 1, 2015 from 10:00 a.m. to 6:00 p.m.

Done this 14th day of May, 2015.

ATTEST:

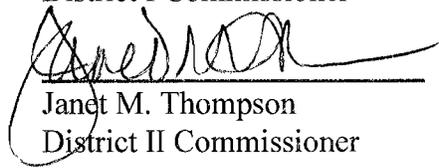

Wendy S. Noren *DKB*
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Renew Missouri
Address: 910 E Broadway, Ste 205
City: Columbia State: MO ZIP Code: 65201
Phone: 417-459-7468 Website: www.renewmo.org
Individual Requesting Use: PJ Wilson Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Clean Power Plan
Description of Use (ex. Speaker, meeting, reception): Meeting
Date(s) of Use: July 1st, 2015
Start Time of Setup: 10AM AM/PM Start Time of Event: 12PM AM/PM
End Time of Event: 5PM AM/PM End Time of Cleanup: 6PM AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: PJ Wilson / Director
Phone Number: 417-459-7468 Date of Application: 5/7/15
Email Address: pj@renewmo.org

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

County Clerk
DATE: May 14, 2015

BOONE COUNTY, MISSOURI

County Commissioner