

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 19

County of Boone

} ea.

In the County Commission of said county, on the 4th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 04-15FEB19 for Inmate Hygiene and Other Supplies (Charm-TEX Contract) for the Boone County Sheriff's Department.

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

Done this 4th day of June 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: May 30, 2019
RE: Amendment #1 to Contract 04-15FEB19 for Inmate Hygiene and Other Supplies (Charm-TEX Contract) for the Boone County Sheriff's Department

Amendment #1 to contract 04-15FEB19 with Charm-TEX for Inmate Hygiene and Other Supplies for the Boone County Sheriff's Department that was awarded April 25, 2019 (Commission Order 180-2019) is being amended to delete line item 4.10.16 for unwrapped deodorant bar soap.

All other terms, conditions and prices of the original agreement remain unchanged.

Payments will be paid from the following funds/accounts:

- Fund 1255 Corrections/Account 23025 – Resident Supplies: \$ 30,200.00
- Fund 1255 Corrections/Account 23026 – Intake/Indigent Supplies: \$ 8,744.00

/lp

cc: Gary German, Sheriff's Department
Contract File

**CONTRACT AMENDMENT NUMBER ONE TO CONTRACT 04-15FEB19
FOR
INMATE HYGIENE AND OTHER SUPPLIES FOR THE BOONE COUNTY JAIL**

The Agreement dated the 25th day of April, 2019 (Boone County Commission Order 180-2019) made by and between Boone County, Missouri and **Charm-Tex** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Line item 4.10.16, 1.5-ounce Unwrapped Antibacterial Deodorant Soap is **DELETED** from the contract.
2. All other terms, conditions and prices of the original contract shall remain the same and apply hereto.

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

CHARM-TEX

BOONE COUNTY, MISSOURI

DocuSigned by:
By: Stan Danzyer
FF9759EFC53B4F1...

By: Boone County Commission

Title: VP of Sales

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charley J. Duffane
by: [Signature]
56BDA0505C404B...

DocuSigned by:
Brianna L. Lennon by MT
B7122A981B39150...
Brianna L. Lennon, Boone 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.)

Fund: 1255 - Account: 23025 \$30,200.00
Fund: 1255 - Account: 23026: \$8,744.00

DocuSigned by: <u>Dune Reedford by [Signature]</u> 5147B4E3FC847D...	5/22/2019	
Signature	Date	Appropriation Account

234-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

4th

day of June

20 19

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

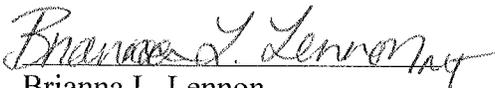
Now on this day, the County Commission of the County of Boone does hereby award bid 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal/Grinding Services to the following:

- Asplundh Tree Expert – Primary Contractor
- Arthur Ratliff Tree and Stump Removal – Secondary Contractor
- Braik’s Tree Care – Secondary Contractor

Terms of the award are stipulated in the attached Contract Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreements.

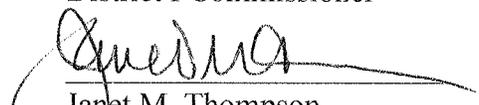
Done this 4th day of June 2019.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 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 14, 2019
RE: Bid Award Recommendation: *22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services*

Request for Bid *22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services* opened on April 16, 2019. Three bids were received.

Resource Management, Public Works and Facilities Maintenance recommend award as Primary Contractor to Asplundh Tree Expert of Kansas City, MO for offering the lowest and best bid. Recommendation for secondary contractor awards are to Braik's Tree Care of Columbia, MO and Arthur Ratliff Tree and Stump Removal of Columbia, MO.

Invoices will be paid from the following accounts/departments:

Departments: 6104 – Grounds Maintenance, 2040 – Road & Bridge-Maintenance Operations, 2041 – Infrastructure Preservation/Rehab
Account: 71100 – Outside Services

ATT: Evaluation, Bid Tab

cc: Bid File
Jeff McCann, Resource Management; Greg Edington, Public Works, Doug Coley, Facilities Maintenance

RFB 22-16APR19 - TREE TRIMMING SERVICES, TREE CUTTING AND REMOVAL SERVICES, STUMP REMOVAL/GRINDING SERVICES - TERM & SUPPLY		Braik's Tree Care	Arthur Ratliff Tree & Stump Removal LLC	Asplundh
BID TABULATION				
4.8	HOURLY EQUIPMENT RATES			
Item	Equipment Description	EQUIPMENT RATE - PER HOUR	EQUIPMENT RATE - PER HOUR	EQUIPMENT RATE - PER HOUR
1	12" Chipper	2 \$20.00	3 \$30.00	1 \$4.12
2	Chipper Truck	2 \$25.00	3 \$30.00	1 \$11.07
3	Dump Truck	2 \$30.00	2 \$30.00	1 \$11.07
4	Grapple Truck	0 \$100.00	0 \$85.00	0 n/a
5	Bucket Truck - 55' Boom	3 \$40.00	2 \$30.00	1 \$16.19
6	Backyard Lift - 70' Working Height	3 \$100.00	1 \$45.00	2 \$45.67
7	Tractor	1 \$35.00	2 \$40.00	2 \$35.39
8	Skid Steer Loader	1 \$45.00	1 \$45.00	2 \$48.58
9	Compact Track Loader	1 \$45.00	3 \$50.00	2 \$48.58
10	Compact Track Loader with Forestry Cutter Attachment	2 \$125.00	2 \$80.00	1 \$48.58
11	Compact Track Load with Mulcher Attachment	3 \$125.00	2 \$80.00	1 \$48.58
12	Compact Track Load with Tree Saw Attachment	0 \$125.00	0 n/a	0 n/a
13	Excavator with Grapple	3 \$225.00	2 \$150.00	1 \$48.58
14	Excavator with Stump Sheer	0 \$225.00	0 \$150.00	0 n/a
15	Feller Buncher	0 \$275.00	0 n/a	0 n/a
16	Skidder	0 \$275.00	0 \$200.00	0 n/a
17	Crane	2 \$175.00	3 \$200.00	1 \$48.58
18	Tub Grinder	0 \$550.00	0 \$485.00	0 n/a
19	Horizontal Grinder	0 \$450.00	0 \$400.00	0 n/a
20	Commercial Stump Grinder	3 \$55.00	2 \$40.00	1 \$19.39

24.5 23.5
 24.5 23.5
 36 47
 8 15
 24.5 8.5
 3.5 18.5
 5

Resource Management analysis for a project

HOURLY LABOR RATES		Braik's Tree Care		Arthur Ratliff Tree & Stump Removal LLC		Asplundh	
Item	Position / per hour / per man	NON-PREVAILING PER HOUR WAGE	MISSOURI STATE PER HOUR PREVAILING WAGE	NON-PREVAILING PER HOUR WAGE	MISSOURI STATE PER HOUR PREVAILING WAGE	NON-PREVAILING PER HOUR WAGE	MISSOURI STATE PER HOUR PREVAILING WAGE
21	Foreman (Straight Time)	\$34.00	\$65.00	\$37.00	\$65.00	\$47.62	\$56.38
22	Journeyman/Trimmer (Straight Time)	\$33.00	\$65.00	\$32.00	\$65.00	\$42.67	\$56.38
23	Groundsperson (Straight Time)	\$28.00	\$60.00	\$26.00	\$65.00	\$37.72	\$53.35
24	ISA Certified Arborist (Straight Time)	\$40.00	\$75.00	\$37.00	\$65.00	\$49.19	\$56.38
25	Heavy Equip Op. Additional Laborer (Straight Time)	\$25.00	\$60.00	\$40.00	\$75.00	\$37.72	\$53.35
26	Foreman (Holidays)	\$51.00	\$85.00	\$55.50	\$85.00	\$85.72	\$101.48
27	Journeyman/Trimmer (Holidays)	\$50.00	\$85.00	\$48.00	\$85.00	\$76.80	\$101.48
28	Groundsperson (Holidays)	\$40.00	\$80.00	\$39.00	\$85.00	\$67.89	\$96.03
29	ISA Certified Arborist (Holidays)	\$75.00	\$95.00	\$55.50	\$85.00	\$88.54	\$101.48
30	Additional Laborer (Holidays)	\$60.00	\$80.00	\$60.00	\$95.00	\$67.89	\$96.03
31	Foreman (Nights/Weekends)	\$51.00	\$85.00	\$55.50	\$85.00	\$66.67	\$78.93
32	Journeyman/Trimmer (Nights/Weekends)	\$50.00	\$85.00	\$48.00	\$85.00	\$59.74	\$78.93
33	Groundsperson (Nights/Weekends)	\$42.00	\$80.00	\$39.00	\$85.00	\$52.80	\$74.69
34	ISA Certified Arborist (Nights/Weekends)	\$60.00	\$95.00	\$55.50	\$85.00	\$68.86	\$78.93
35	Additional Laborer (Nights/Weekends)	\$38.00	\$80.00	\$60.00	\$95.00	\$52.80	\$74.69
4.9	RENEWAL OPTIONS						
	MAX. INCREASE 1ST RENEWAL	3%	2%	3%	3%	3%	3%
	MAX. INCREASE 2ND RENEWAL	4%	2%	3%	3%	3%	3%
	MAX. INCREASE 3RD RENEWAL	6%	2%	3%	3%	3%	3%
	MAX. INCREASE 4TH RENEWAL	8%	2%	3%	3%	3%	3%
4.10	COOP?	Yes		Yes		No	

24.5
24.5

3 47

No Equip Operator?
Multiple Primers?

Single Tree removal (Road & Bridge)

	Braik		Ratliff		Asplundh	
	Rate	Rate	Rate	Rate	Rate	Rate
Item 1	\$20.00	\$80.00	\$30.00	\$120.00	\$4.12	\$16.48
Item 2	\$25.00	\$100.00	\$30.00	\$120.00	\$11.07	\$44.28
Item 21	\$34.00	\$136.00	\$37.00	\$148.00	\$47.62	\$190.48
Item 22	\$33.00	\$132.00	\$32.00	\$128.00	\$42.67	\$170.68
Item 23	\$28.00	\$112.00	\$26.00	\$104.00	\$37.72	\$150.88
		\$560.00		\$620.00		\$572.80

*Based on 4 hours of work

Road + Bridge Evaluation for a single tree

CONTRACT AGREEMENT

Primary Contractor

THIS AGREEMENT, made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Asplundh Tree Expert, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, services, and equipment called for in the bid designated and marked:

BID NUMBER 22-16APR19

Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services – Term and Supply BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document and for the prices below:

Equipment Description	EQUIPMENT RATE - PER HOUR	
12" Chipper	\$4.12	
Chipper Truck	\$11.07	
Dump Truck	\$11.07	
Bucket Truck – 55' Boom	\$16.19	
Backyard Lift – 70' Working Height	\$45.67	
Tractor	\$35.39	
Skid Steer Loader	\$48.58	
Compact Track Loader	\$48.58	
Compact Track Loader with Forestry Cutter Attachment	\$48.58	
Compact Track Load with Mulcher Attachment	\$48.58	
Excavator with Grapple	\$48.58	
Crane	\$48.58	
Commercial Stump Grinder	\$19.39	
Position / per hour / per man	NON- PREVAILING PER HOUR WAGE	MISSOURI STATE PER HOUR PREVAILING WAGE
Foreman (Straight Time)	\$47.62	\$56.38

Journeyman/Trimmer (Straight Time)	\$42.67	\$56.38
Groundsperson (Straight Time)	\$37.72	\$53.35
ISA Certified Arborist (Straight Time)	\$49.19	\$56.38
Additional Laborer (Straight Time)	\$37.72	\$53.35
Heavy Equipment Operator (Straight Time)	\$43.67	\$84.14
Foreman (Holidays)	\$85.72	\$101.48
Journeyman/Trimmer (Holidays)	\$76.80	\$101.48
Groundsperson (Holidays)	\$67.89	\$96.03
ISA Certified Arborist (Holidays)	\$88.54	\$101.48
Additional Laborer (Holidays)	\$67.89	\$96.03
Heavy Equipment Operator (Holidays)	\$78.61	\$151.45
Foreman (Nights/Weekends)	\$66.67	\$78.93
Journeyman/Trimmer (Nights/Weekends)	\$59.74	\$78.93
Groundsperson (Nights/Weekends)	\$52.80	\$74.69
ISA Certified Arborist (Nights/Weekends)	\$68.86	\$78.93
Additional Laborer (Nights/Weekends)	\$52.80	\$74.69
Heavy Equipment Operator (Nights/Weekends)	\$61.14	\$117.79
Renewal Options - maximum increase		
1st Renewal		3%
2nd Renewal		3%
3rd Renewal		3%
4th Renewal		3%

Contract Agreement will be utilized throughout the year as a Term & Supply contract for orders on an “as needed, when needed” basis. For individual projects that are \$75,000 or less, prevailing wage will not apply. If an individual project exceeds \$75,000, then Missouri Prevailing Wage will apply. The attached Annual Wage Order No. 25, dated 06-08-2018 Missouri Prevailing Wage shall be used for the entire initial contract period.

Contractor has been selected for award as the Primary Contractor. The Primary Contractor agrees to respond to service calls within forty-eight (48) hours following notification and shall coordinate project scheduling with a designated County designee. All work shall be performed within one week after notification by the County unless County approves a different time schedule. If the Primary Contractor is not responsive to this schedule, the County will contact and schedule the work with the secondary contracted supplier.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement and MUST be in writing and pre-approved by the County.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response / Pricing Form
- Prior Experience
- Work Authorization Certification
- Debarment Certification
- Standard Terms and Conditions
- Insurance Requirements
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- Missouri Prevailing Annual Wage Order #25, dated 06-08-2018

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

For any single project exceeding \$75,000, Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the County.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

Performance Bond and Labor and Materials Payment Bond - If during the course of the contract term, the County determines that a project will exceed \$50,000, the Contractor will be requested to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6/4/2019
at Columbia, Missouri. (Date)

CONTRACTOR:
ASPLUNDH TREE EXPERT, LLC

OWNER:
BOONE COUNTY, MISSOURI

By: DocuSigned by:
Scott Harmon
Authorized Representative *Signature*

By: DocuSigned by:
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

By: Scott Harmon
Authorized Representative *Printed Name*

Approved as to Legal Form:

ATTEST:

DocuSigned by:
Cheryl L. Duffane
Boone County Counselor

DocuSigned by:
Brianna L. Lennon by MT
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
June E. Priddy by [Signature]
Signature

5/28/2019

6104-71100

2040-71100; 2041-71100 - Term & Supply

Date

Appropriation Account

Melinda Bobbitt

From: Scott Harmon <SHarmon@Asplundh.com>
Sent: Friday, April 26, 2019 10:28 AM
To: Melinda Bobbitt
Subject: RE: clarification question for Boone County on Tree Trimming bid

Hi Melinda, I answered your questions below in red. Thank you

From: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Sent: Wednesday, April 24, 2019 4:03 PM
To: Scott Harmon <SHarmon@Asplundh.com>
Subject: clarification question for Boone County on Tree Trimming bid

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

When looking at our pricing page in our bid 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services, I realize that I forgot to include pricing for a heavy equipment operator.

Did your bid pricing contemplate when you are doing a job, and one of your hourly lines you bid would be the amount that you would charge for a heavy equipment operator? Or did you price your heavy equipment hourly rate with that charge in it?

If not, could you provide pricing for the following:

Heavy Equipment Operator (straight time) - non-prevailing Wage / amount per hour: \$43.67
Heavy Equipment Operator (Holidays) – non-prevailing wage / amount per hour: \$78.61
Heavy Equipment Operator (Nights/Weekends) – non-prevailing wage / amount per hour: \$61.14

Heavy Equipment Operator (straight time) - Prevailing Wage / amount per hour: \$84.14
Heavy Equipment Operator (Holidays) – Prevailing wage / amount per hour: \$151.45
Heavy Equipment Operator (Nights/Weekends) – Prevailing wage / amount per hour: \$117.79

Thanks,

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

E-mail: mbobbitt@boonecountymo.org
Phone: (573) 886-4391
Fax: (573) 886-4390

County of Boone**Purchasing Department****4. Response / Pricing Form**

- 4.1. Company Name: Asplundh Tree Expert, LLC
- 4.2. Address: 5100-C NW Waukomis Dr
- 4.3. City/Zip: Kansas City, 64151
- 4.4. Phone Number: 816-453-1300
- 4.5. Fax Number: 816-453-1302
- 4.6. E-mail: sharmon@asplundh.com
- 4.7. Federal Tax ID: 23-1277550
- 4.7.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) LLC

- 4.8. **Tree Trimming Services, Tree Cutting and Removal Services, and Stump Removal / Grinding Services:** We propose to furnish the equipment/material/services as indicated in this Bid including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached herein. All pricing quoted shall apply during the original contract period.

Hourly Equipment Rates

	Equipment Description	Equipment Rate	
1.	12" Chipper	\$ 4.12 Per hour	
2.	Chipper Truck	\$ 11.07 Per hour	
3.	Dump Truck	\$ 11.07 Per hour	
4.	Grapple Truck	\$ N/A Per hour	
5.	Bucket Truck – 55' Boom	\$ 16.19 Per hour	
6.	Backyard Lift – 70' Working Height	\$ 45.67 Per hour	includes trailer and haul truck
7.	Tractor	\$ 35.39 Per hour	includes trailer and haul truck
8.	Skid Steer Loader	\$ 48.58 Per hour	includes trailer and haul truck
9.	Compact Track Loader	\$ 48.58 Per hour	includes trailer and haul truck
10.	Compact Track Loader with Forestry Cutter Attachment	\$ 48.58 Per hour	includes trailer and haul truck
11.	Compact Track Load with Mulcher Attachment	\$ 48.58 Per hour	includes trailer and haul truck
12.	Compact Track Load with Tree Saw Attachment	\$ N/A Per hour	
13.	Excavator with Grapple	\$ 48.58 Per hour	includes trailer and haul truck
14.	Excavator with Stump Sheer	\$ N/A Per hour	
15.	Feller Buncher	\$ N/A Per hour	
16.	Skidder	\$ 48.58 Per hour	includes trailer and haul truck
17.	Crane	\$ N/A Per hour	
18.	Tub Grinder	\$ N/A Per hour	
19.	Horizontal Grinder	\$ N/A Per hour	
20.	Commercial Stump Grinder	\$ 19.39 Per hour	includes trailer and pickup

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boone County

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Columbia Water and Light

Address: 701 E Broadway, 5th Floor, Columbia, MO 65201

Contact Name: Morgan Long

Telephone Number: 573-819-1424

Date of Contract: 10-2000

Length of Contract: Current

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: City of West Plains

Address: 1910 holiday Lane, West Plains, MO 65775

Contact Name: Jeff Shipley

Telephone Number: 417-256-7176

Date of Contract: 2018

Length of Contract: 1 year, pending 2

Description of Prior Services (include dates):



Company ID Number:19959

Client Company ID Number:45005

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Asplundh Tree Expert, LLC and Subsidiaries (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent 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 E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
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



Company ID Number:19959

Client Company ID Number:45005

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Asplundh Tree Expert, LLC	
Name (Please Type or Print)	Title
Sallie Y Theis	HR Personnel Director
Signature	Date
<i>Sallie Y Theis</i>	10/18/17
E-Verify Employer Agent	
TALX Corporation	
Name (Please Type or Print)	Title
William Redell	
Signature	Date
Electronically Signed	October 09, 2017
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



Company ID Number:19959

Client Company ID Number:45005

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asplundh Tree Expert, LLC and Subsidiaries
Company Facility Address	708 Blair Mill Road Willow Grove, PA 19090
Company Alternate Address	
County or Parish	Montgomery
Employer Identification Number	23-1277550
North American Industry Classification Systems Code	Administrative And Support Services (561)
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Scott Harmon, Vice President

 Name and Title of Authorized Representative

SHarmon _____ 04-09-19
 Signature Date



BOONE COUNTY, MISSOURI

Request for Proposal #: 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services

ADDENDUM #1 - Issued April 12, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

I. The County has received the following question and is providing a response below.

1. Is there someone in the field that will be overseeing this contract?

Response: The contract will be used by multiple departments at the County including Facilities Maintenance, Resource Management and Road and Bridge. There will be supervisors in the field that will monitor the work.

2. Would it be possible to meet with or talk with that person if we have specific questions about the actual work to be done?

Response: An example of how this contract will be used, is that Resource Management would contact the Contractor and ask for a quote to remove and grind five trees in an area. Once the quote was approved by County, they would issue the Notice to Proceed.

Because multiple departments will be utilizing this contract for work, it is best if you submit your questions in writing. That way we can provide an answer to all potential Bidders. If a pre-bid conference would be helpful, I can schedule one. If needed, please e-mail me with that request.

3. Does the E-Verify documentation need to be included with the bid, or at the time of contracting?

Response: Either is acceptable.

4. Who is the Contractor that currently has this contract?

Response: The County has never bid this service before. It was previously bid by the City of Columbia and the County was piggybacking on their contract. They had the following contracts in place: 16/2015 – Stump Grinding and 126/205 - Tree Cutting and Removal Services.

5. Are we allowed to see the contract that is currently in place?

Response: You may schedule a time to stop by the Purchasing office by emailing: mbobbitt@boonecountymo.org .

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #1** to Request for Proposal # **22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services**, 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 Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: MBobbitt@boonecountymo.org

Bid Data

Bid Number: **22-16APR19**
Commodity Title: **Tree Trimming Services, Tree Cutting and Removal Services,
Stump Removal / Grinding Services - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, April 16, 2019**
Time: **3:30 p.m. central time (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 110
Columbia, MO 65201**
Directions: **The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Tuesday, April 16, 2019**
Time: **Shortly after 3:30 p.m. central time**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Instructions for Compliance with House Bill 1549, Work Authorization Certification, Certification of Individual Bidder, Individual Bidder Affidavit**
- Exhibit C **Debarment Form**
- Attachment I **Standard Terms and Conditions**
- Attachment II **Sample Contract**
- Attachment III **MO Annual Wage Order No. 25 – dated 06-08-2018**
- Attachment IV **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID 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.
- 1.3.1. **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.
- 1.4. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders and posted on our web page at <https://www.showmeboone.com/purchasing/bids/>. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.4.1. Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash St., Room 110, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; or Email: mbobbitt@boonecountymo.org.
- 1.4.2. **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.
- 1.4.3. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due

date will be established.

- 1.5. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.
 - 1.5.1. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 1.6. **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.
 - 1.6.1. **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.
 - 1.6.2. **Contract Period** - Any Term and Supply Contract resulting from this Bid will have an initial term from **May 1, 2019 through April 30, 2020 and may be renewed by the County for up to an additional four (4) one-year periods** unless canceled by Purchasing Director in writing prior to a renewal term.
 - 1.6.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 1.6.4. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 1.7. **PRICING:** 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.
 - 1.7.1. 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.
 - 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal/Grinding Services** to various areas of Boone County – Missouri.
- 2.2. The awarded contract will be utilized throughout the year as a Term & Supply contract for orders on an “as needed when needed” basis. It is anticipated that most projects are \$75,000 or less and prevailing wage will not apply. If any project exceeds \$75,000, then Missouri Prevailing Wage will apply. See section 2.19.1. for additional information.
- 2.3. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of Boone County.
- 2.4. **Contractor Qualifications and Experience:** The Contractor to whom a contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A: Prior Experience* to this bid may be used for this purpose.
- 2.5. **QUANTITY** - All orders will be placed by the following Boone County, Missouri offices: Facilities Maintenance, Resource Management, or Road & Bridge on an “as needed” basis. Approximately \$22,000 was spent on these services in winter of 2019 on our Term & Supply contract. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. Service requirements will be determined by actual need.
- 2.6. **TECHNICAL SPECIFICATIONS**
- 2.6.1. Contractor shall provide all required labor, materials, tools, equipment, vehicles, transportation, and supervision to perform tree trimming, tree cutting, stump removal and grinding services.
- 2.6.2. Contractor shall have in their possession or available to them trucks, devices, chippers, stump grinders, hand tools and other equipment and supplies which are necessary to perform the services as outlined in these specifications.
- 2.6.3. **Service Locations:** Work to be performed at various locations within Boone County.
- 2.6.4. **Coordination:**
1. Contractor shall respond to service calls within forty-eight (48) hours following notification and shall coordinate project scheduling with a designated County designee.
 2. Contractor shall only cut and remove trees that have been designated by County personnel.
 3. All work shall be performed within one week after notification by the County unless County approves a different time schedule.
 4. Contractor shall perform services during normal business hours, 7:30 a.m. to 6:00 p.m., Monday through Friday, unless called by the County to do otherwise.
- 2.6.5. **Tree Trimming:** Trees shall be trimmed to the agreed upon extent and all material shall be removed and properly disposed of.
- 2.6.6. **Tree Cutting and Removal:** Trees shall be cut as low to the ground as permissible. In no event will a stump be left higher than six inches above grade unless directed otherwise by County staff. All brush and trunk material shall be removed immediately and properly disposed of.
- 2.6.7. **Stump Removal / Grinding:** Cut or grind the stump a minimum of six inches below the existing grade. All stump chips should be left in the hole up to four inches above grade. Excess grindings shall be removed and properly disposed of.
- 2.6.8. Stumps shall be ground immediately (same day) after tree is removed unless a different time is approved by County. If stump(s) cannot be ground immediately, they shall be cut as close to ground level as possible and shall cause no safety hazard.
- 2.6.9. **Cleanup** - Contractor shall clean work sites of all twigs, branches, and any other debris associated with the work before the work crew leaves the site unless permission is given by the County to do otherwise. Areas are to be left in a condition equal to that which existed prior to the commencement of services.
- 2.7. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.7.1. **Property Damage:** Contractor shall be responsible for repair of any damage to County and private property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair

and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

- 2.7.2. Contractor shall obtain a permit from the appropriate jurisdiction to work within the road right-of-way.
- 2.8. **BILLINGS:** Invoices should be submitted to the Boone County office or department as shown below. Payment will be made 30 days after receipt of a correct monthly statement. Invoice shall include site / road name where work was completed, date of service including time-in and time-out at the site. Pricing must be broken out on invoice to match that on our Response Form.

Requesting Department	Billing Address
Resource Management	801 E. Walnut St., Room 315, Columbia, MO 65201
Road & Bridge	5551 Tom Bass Rd., Columbia, MO 65201
Facilities Maintenance	613 E. Ash St., Room 107, Columbia, MO 65201

- 2.9. Contractor shall possess and keep in force all licenses and permits required to perform the services of the work described within this bid.
- 2.9.1. Vendor invoices must contain the County contract number.
- 2.10. **INSURANCE**
- 2.10.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.10.2. **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 its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.10.3. **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 it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis**

- 2.10.4. **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.
- 2.10.5. **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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.10.6. **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. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.10.7. **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.
- 2.10.8. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

County of Boone, Missouri
 C/O Purchasing Department
 613 E. Ash Street
 Columbia, MO 65201

- 2.11. **OSHA Requirements:** 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.
 - A. The contractor shall be 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.
 - B. 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.
 - C. 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.

2.12. Utilities and Overhead Power Lines Requirements:

a. 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.

b. The contractor shall adhere to requirements of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand 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, the 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 the 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. The contractor shall expressly waive 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 the 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.

2.13. Work Authorization Certification: If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form and attach proof of enrollment. (See attached Work Authorization form).

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

2.15. Performance Bond and Labor and Materials Payment Bond - If during the course of the contract term, the County determines that a project will exceed \$50,000, the Contractor will be requested to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

2.16. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration

date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.17. **INSPECTION OF FACILITIES:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
- 2.18. **DESIGNEE** – Greg Edington, Director, Boone County Road & Bridge Department, 5551 Tom Bass Rd. Columbia, MO 65201. Phone: (573) 449-8515, E-mail: gedington@boonecountymo.org; Doug Coley, Director of Facilities Maintenance, 613 E. Ash Street, Columbia, MO 65201. Phone: (573) 886-4401; e-mail: DColey@boonecountymo.org. Stan Shawver, Director of Resource Management, 801 E. Walnut Street, Room 315, Columbia, MO 65201. Phone: (573) 886-4336, e-mail: SShawver@boonecountymo.org.
- 2.19. **Special Conditions for Term & Supply Contract**
- 2.19.1. **Missouri Prevailing Wage Requirements:** Missouri Prevailing Wage law shall apply consistent with the following provisions, see **Attachment Three** which shall be incorporated into the contract by reference.
- a. **Applicability of Missouri Prevailing Wage:**
- 1) If the quote received for this project for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply.
 - 2) If the quote received for the project for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
 - 3) Special Rule for Change Orders: If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
- b. The contractor shall not pay less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on the file with the Boone County Purchasing Department. The contractor shall further agree that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under the contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees to abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.

3. *Response Presentation and Review*

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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 item as specified.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone**Purchasing Department****4. Response / Pricing Form**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

- 4.8. **Tree Trimming Services, Tree Cutting and Removal Services, and Stump Removal / Grinding Services:** We propose to furnish the equipment/material/services as indicated in this Bid including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached herein. All pricing quoted shall apply during the original contract period.

Hourly Equipment Rates

	Equipment Description	<u>Equipment Rate</u>
1.	12" Chipper	\$ _____ Per hour
2.	Chipper Truck	\$ _____ Per hour
3.	Dump Truck	\$ _____ Per hour
4.	Grapple Truck	\$ _____ Per hour
5.	Bucket Truck – 55' Boom	\$ _____ Per hour
6.	Backyard Lift – 70' Working Height	\$ _____ Per hour
7.	Tractor	\$ _____ Per hour
8.	Skid Steer Loader	\$ _____ Per hour
9.	Compact Track Loader	\$ _____ Per hour
10.	Compact Track Loader with Forestry Cutter Attachment	\$ _____ Per hour
11.	Compact Track Load with Mulcher Attachment	\$ _____ Per hour
12.	Compact Track Load with Tree Saw Attachment	\$ _____ Per hour
13.	Excavator with Grapple	\$ _____ Per hour
14.	Excavator with Stump Sheer	\$ _____ Per hour
15.	Feller Buncher	\$ _____ Per hour
16.	Skidder	\$ _____ Per hour
17.	Crane	\$ _____ Per hour
18.	Tub Grinder	\$ _____ Per hour
19.	Horizontal Grinder	\$ _____ Per hour
20.	Commercial Stump Grinder	\$ _____ Per hour

Hourly Labor Rates

	Position / per hour / per man	Non-Prevailing Wage	Missouri State Prevailing Wage
21.	Foreman (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
22.	Journeyman/Trimmer (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
23.	Groundsperson (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
24.	ISA Certified Arborist (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
25.	Additional Laborer (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
26.	Foreman (Holidays)	\$ _____ Per hour	\$ _____ Per hour
27.	Journeyman/Trimmer (Holidays)	\$ _____ Per hour	\$ _____ Per hour
28.	Groundsperson (Holidays)	\$ _____ Per hour	\$ _____ Per hour
29.	ISA Certified Arborist (Holidays)	\$ _____ Per hour	\$ _____ Per hour
30.	Additional Laborer (Holidays)	\$ _____ Per hour	\$ _____ Per hour
31.	Foreman (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
32.	Journeyman/Trimmer (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
33.	Groundsperson (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
34.	ISA Certified Arborist (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
35.	Additional Laborer (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour

Note: See Section 2.19. for applicability of Missouri Prevailing Wage.

4.9. Renewal Options:

Maximum % Increase 1st Renewal: May 1, 2020 – April 30, 2021 _____ %

Maximum % Increase 2nd Renewal: May 1, 2021 – April 30, 2022 _____ %

Maximum % Increase 3rd Renewal: May 1, 2022 – April 30, 2023 _____ %

Maximum % Increase 4th Renewal: May 1, 2023 – April 30, 2024 _____ %

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

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

_____ Applicant _____ Date _____ Printed Name

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

5/13/2019

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103	Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069	CONTACT NAME: PHONE (A/C, No, Ext): 215-255-2000 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	FAX (A/C, No): INSURER A: Greenwich Insurance Company 22322 INSURER B: XL Insurance America, Inc. 24554 INSURER C: INSURER D: INSURER E: INSURER F:
---	---	--	---

COVERAGES **CERTIFICATE NUMBER:** 2145029427 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RGD300136201	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$10,000 Med Pay	X	RAD943783701 (AOS) RAD943786801 (VI)	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	RWD300135801 (AOS) RWR300135901	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <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

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

CERTIFICATE HOLDER Boone County 613 E Ash St, Rm 111 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 <p style="text-align: center;"><i>Aon Risk Services Central, Inc.</i></p>
---	---

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of _____ Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

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

CONTRACT NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding
Services
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____,

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

_____ DOLLARS

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

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

CONTRACT NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

CONTRACT AGREEMENT

Secondary Contractor

THIS AGREEMENT made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Arthur Ratliff Tree and Stump Removal, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, services, and equipment called for in the bid designated and marked:

BID NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services –
Term and Supply
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document and for the prices below:

Equipment Description	EQUIPMENT RATE - PER HOUR
12" Chipper	\$30.00
Chipper Truck	\$30.00
Dump Truck	\$30.00
Grapple Truck	\$85.00
Bucket Truck – 55' Boom	\$30.00
Backyard Lift – 70' Working Height	\$45.00
Tractor	\$40.00
Skid Steer Loader	\$45.00
Compact Track Loader	\$50.00
Compact Track Loader with Forestry Cutter Attachment	\$80.00
Compact Track Load with Mulcher Attachment	\$80.00
Excavator with Grapple	\$150.00
Excavator with Stump Sheer	\$150.00
Skidder	\$200.00
Crane	\$200.00
Tub Grinder	\$485.00
Horizontal Grinder	\$400.00
Commercial Stump Grinder	\$40.00

Position / per hour / per man	NON- PREVAILING PER HOUR WAGE	MISSOURI STATE PER HOUR PREVAILING WAGE
Foreman (Straight Time)	\$37.00	\$65.00
Journeyman/Trimmer (Straight Time)	\$32.00	\$65.00
Groundsperson (Straight Time)	\$26.00	\$65.00
ISA Certified Arborist (Straight Time)	\$37.00	\$65.00
Additional Laborer (Straight Time)	\$40.00	\$75.00
Heavy Equipment Operator (Straight Time)	\$40.00	\$75.00
Foreman (Holidays)	\$55.50	\$85.00
Journeyman/Trimmer (Holidays)	\$48.00	\$85.00
Groundsperson (Holidays)	\$39.00	\$85.00
ISA Certified Arborist (Holidays)	\$55.50	\$85.00
Additional Laborer (Holidays)	\$60.00	\$95.00
Heavy Equipment Operator (Holidays)	\$60.00	\$95.00
Foreman (Nights/Weekends)	\$55.50	\$85.00
Journeyman/Trimmer (Nights/Weekends)	\$48.00	\$85.00
Groundsperson (Nights/Weekends)	\$39.00	\$85.00
ISA Certified Arborist (Nights/Weekends)	\$55.50	\$85.00
Additional Laborer (Nights/Weekends)	\$60.00	\$95.00
Heavy Equipment Operator (Nights/Weekends)	\$60.00	\$95.00

<u>Renewal Options - maximum increase</u>	
1st Renewal	3%
2nd Renewal	3%
3rd Renewal	3%
4th Renewal	3%

Contract Agreement will be utilized throughout the year as a Term & Supply contract for orders on an “as needed, when needed” basis. For individual projects that are \$75,000 or less, prevailing wage will not apply. If an individual project exceeds \$75,000, then Missouri Prevailing Wage will apply. The attached Annual Wage Order No. 25, dated 06-08-2018 Missouri Prevailing Wage shall be used for the entire initial contract period.

Contractor has been selected for award as the **Secondary Contractor**. The Secondary Contractor shall furnish services for the County if the primary contractor cannot provide an acceptable schedule for the County. Secondary Contractor agrees to respond to service calls within forty-eight (48) hours following notification and shall coordinate project scheduling with a designated County designee. All work shall be performed within one week after notification by the County unless County approves a different time schedule.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement and MUST be in writing and pre-approved by the County.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response / Pricing Form
- Prior Experience
- Work Authorization Certification
- Debarment Certification
- Standard Terms and Conditions
- Insurance Requirements
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- Missouri Prevailing Annual Wage Order #25, dated 06-08-2018

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

For any single project exceeding \$75,000, Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the County.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

Performance Bond and Labor and Materials Payment Bond - If during the course of the contract term, the County determines that a project will exceed \$50,000, the Contractor will be requested to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

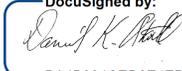
The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6/4/2019
at Columbia, Missouri. (Date)

CONTRACTOR:
**ARTHUR RATLIFF TREE AND STUMP
REMOVAL, LLC**

OWNER:
BOONE COUNTY, MISSOURI

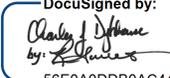
By: 
B19C413F0520442
Authorized Representative *Signature*

By: 
BA4B934CED6E4EB
Daniel K. Atwill, Presiding Commissioner

By: Scott Ratliff
Authorized Representative *Printed Name*

Approved as to Legal Form:

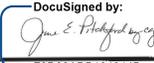
ATTEST:


66E9A9DD80AC445...
Boone County Counselor


7082DA986BF6495
County Clerk

AUDITOR CERTIFICATION

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


F0D08ADB184244D...
Signature

5/28/2019

6104-71100

2040-71100; 2041-71100 - Term & Supply

Date

Appropriation Account

County of BoonePurchasing Department**4. Response / Pricing Form**

- 4.1. Company Name: Arthur Ratliff Tree & Stump Removal, LLC
- 4.2. Address: 8025 S High Point Lane
- 4.3. City/Zip: Columbia, MO 65203
- 4.4. Phone Number: 573-446-2266
- 4.5. Fax Number: 573-446-9010
- 4.6. E-mail: ArthurRatliffTree@gmail.com
- 4.7. Federal Tax ID: 36-4549864
- 4.7.1. Corporation _____
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) LLC taxed as S-Corp.

- 4.8. **Tree Trimming Services, Tree Cutting and Removal Services, and Stump Removal / Grinding Services:** We propose to furnish the equipment/material/services as indicated in this Bid including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached herein. All pricing quoted shall apply during the original contract period.

Hourly Equipment Rates

	Equipment Description	<u>Equipment Rate</u>
1.	12" Chipper	\$ <u>30.00</u> Per hour
2.	Chipper Truck	\$ <u>30.00</u> Per hour
3.	Dump Truck	\$ <u>30.00</u> Per hour
4.	Grapple Truck	\$ <u>85.00</u> Per hour
5.	Bucket Truck – 55' Boom	\$ <u>30.00</u> Per hour
6.	Backyard Lift – 70' Working Height	\$ <u>45.00</u> Per hour
7.	Tractor	\$ <u>40.00</u> Per hour
8.	Skid Steer Loader	\$ <u>45.00</u> Per hour
9.	Compact Track Loader	\$ <u>50.00</u> Per hour
10.	Compact Track Loader with Forestry Cutter Attachment	\$ <u>80.00</u> Per hour
11.	Compact Track Load with Mulcher Attachment	\$ <u>80.00</u> Per hour
12.	Compact Track Load with Tree Saw Attachment	\$ <u>N/A</u> Per hour
13.	Excavator with Grapple	\$ <u>150.00</u> Per hour
14.	Excavator with Stump Sheer	\$ <u>150.00</u> Per hour
15.	Feller Buncher	\$ <u>N/A</u> Per hour
16.	Skidder	\$ <u>200.00</u> Per hour
17.	Crane	\$ <u>200.00</u> Per hour
18.	Tub Grinder	\$ <u>485.00</u> Per hour
19.	Horizontal Grinder	\$ <u>400.00</u> Per hour
20.	Commercial Stump Grinder	\$ <u>40.00</u> Per hour

Hourly Labor Rates

	Position / per hour / per man	Non-Prevailing Wage	Missouri State Prevailing Wage
21.	Foreman (Straight Time)	\$ 37.00 Per hour	\$ 65.00 Per hour
22.	Journeyman/Trimmer (Straight Time)	\$ 32.00 Per hour	\$ 65.00 Per hour
23.	Groundsperson (Straight Time)	\$ 26.00 Per hour	\$ 65.00 Per hour
24.	ISA Certified Arborist (Straight Time)	\$ 37.00 Per hour	\$ 65.00 Per hour
25.	Additional Laborer (Straight Time) <small>(Equipment operator)</small>	\$ 40.00 Per hour	\$ 75.00 Per hour
26.	Foreman (Holidays)	\$ 55.50 Per hour	\$ 85.00 Per hour
27.	Journeyman/Trimmer (Holidays)	\$ 48.00 Per hour	\$ 85.00 Per hour
28.	Groundsperson (Holidays)	\$ 39.00 Per hour	\$ 85.00 Per hour
29.	ISA Certified Arborist (Holidays)	\$ 55.50 Per hour	\$ 85.00 Per hour
30.	Additional Laborer (Holidays)	\$ 60.00 Per hour	\$ 95.00 Per hour
31.	Foreman (Nights/Weekends)	\$ 55.50 Per hour	\$ 85.00 Per hour
32.	Journeyman/Trimmer (Nights/Weekends)	\$ 48.00 Per hour	\$ 85.00 Per hour
33.	Groundsperson (Nights/Weekends)	\$ 39.00 Per hour	\$ 85.00 Per hour
34.	ISA Certified Arborist (Nights/Weekends)	\$ 55.50 Per hour	\$ 85.00 Per hour
35.	Additional Laborer (Nights/Weekends)	\$ 60.00 Per hour	\$ 95.00 Per hour

Note: See Section 2.19. for applicability of Missouri Prevailing Wage.

4.9. Renewal Options:

Maximum % Increase 1st Renewal: May 1, 2020 – April 30, 2021 3 %

Maximum % Increase 2nd Renewal: May 1, 2021 – April 30, 2022 3 %

Maximum % Increase 3rd Renewal: May 1, 2022 – April 30, 2023 3 %

Maximum % Increase 4th Renewal: May 1, 2023 – April 30, 2024 3 %

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

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

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Scott Ratliff

Today's Date: 4/15/2019

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: **City of Columbia Public Works**
Address: **701 E Broadway, Columbia MO 65201**

Contact Name: **Steve Fritz**
Telephone Number: **573-239-6290**

Date of Contract: **7/1/2015**
Length of Contract: **5 years**

Description of Prior Services (include dates):
Tree removal & trimming

2. Prior Services Performed for:

Company Name: **University of Missouri Landscape Services**
Address: **181 General Services Building, 900 E Stadium Blvd, Columbia MO 65211**

Contact Name: **Jenna Rozum**
Telephone Number: **618-978-7634**

Date of Contract: **1/1/2018**
Length of Contract: **1 year with four 1-year renewal options**

Description of Prior Services (include dates):
Tree removal and trimming

3. Prior Services Performed for:

Company Name: **Emery Sapp & Sons**
Address: **2301 I-70 Drive NW, Columbia MO 65202**

Contact Name: **James Price**
Telephone Number: **573-445-8331**

Date of Contract: **various contracts**
Length of Contract: **10 years**

Description of Prior Services (include dates):
Tree removal and trimming

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



Company ID Number: 1317026

**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 Arthur Ratliff Tree & Stump Removal (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 1317026

Approved by:

Employer Arthur Ratliff Tree & Stump Removal	
Name (Please Type or Print) Scott Ratliff	Title
Signature Electronically Signed	Date 06/21/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/21/2018



Company ID Number: 1317026

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Arthur Ratliff Tree & Stump Removal
Company Facility Address	8025 S high point lane columbia, MO 65203
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	364549864
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1



Company ID Number: 1317026

Page intentionally left blank

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Armv Ratliff Tree + Stump Removal, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 8025 S High Point Ln	Requester's name and address (optional)
6 City, state, and ZIP code Columbia, MO 65203	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-								
-	-	-	-													
OR																
Employer identification number																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">3</td> <td style="width: 25%; border: 1px solid black;">6</td> <td style="width: 25%; border: 1px solid black;">-</td> <td style="width: 25%; border: 1px solid black;">4</td> </tr> <tr> <td style="width: 25%; border: 1px solid black;">5</td> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">9</td> <td style="width: 25%; border: 1px solid black;">8</td> </tr> <tr> <td style="width: 25%; border: 1px solid black;">6</td> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">8</td> <td style="width: 25%; border: 1px solid black;">6</td> </tr> <tr> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">9</td> <td style="width: 25%; border: 1px solid black;">8</td> <td style="width: 25%; border: 1px solid black;">6</td> </tr> </table>	3	6	-	4	5	4	9	8	6	4	8	6	4	9	8	6
3	6	-	4													
5	4	9	8													
6	4	8	6													
4	9	8	6													

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/4/17
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BOONE COUNTY, MISSOURI

Request for Proposal #: 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services

ADDENDUM #1 - Issued April 12, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

I. The County has received the following question and is providing a response below.

1. Is there someone in the field that will be overseeing this contract?

Response: The contract will be used by multiple departments at the County including Facilities Maintenance, Resource Management and Road and Bridge. There will be supervisors in the field that will monitor the work.

2. Would it be possible to meet with or talk with that person if we have specific questions about the actual work to be done?

Response: An example of how this contract will be used, is that Resource Management would contact the Contractor and ask for a quote to remove and grind five trees in an area. Once the quote was approved by County, they would issue the Notice to Proceed.

Because multiple departments will be utilizing this contract for work, it is best if you submit your questions in writing. That way we can provide an answer to all potential Bidders. If a pre-bid conference would be helpful, I can schedule one. If needed, please e-mail me with that request.

3. Does the E-Verify documentation need to be included with the bid, or at the time of contracting?

Response: Either is acceptable.

4. Who is the Contractor that currently has this contract?

Response: The County has never bid this service before. It was previously bid by the City of Columbia and the County was piggybacking on their contract. They had the following contracts in place: 16/2015 – Stump Grinding and 126/205 - Tree Cutting and Removal Services.

5. Are we allowed to see the contract that is currently in place?

Response: You may schedule a time to stop by the Purchasing office by emailing: mbobbitt@boonecountymmo.org.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #1** to Request for Proposal # **22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services**, receipt of which is hereby acknowledged:

Company Name: Arthur Ratliff Tree + Stump Removal, LLC
Address: 8025 S. High Point Ln. Columbia MD 21043
Phone Number: 573-446-2266 Fax Number: 573-446-9010
E-mail: ArthurRatliffTree@gmail.com
Authorized Representative Signature: [Signature] Date: 4/15/19
Authorized Representative Printed Name: Scott Ratliff



BOONE COUNTY, MISSOURI

Request for Proposal #: 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services

ADDENDUM #2 - Issued April 15, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

The County has received the following question and is providing a response below.

- 1. Can you tell me how many crews this contract would consist of? Also, can I get the estimated miles to be completed each year?**

Response: The awarded contract from this bid is for a term and supply contract that will be used throughout the initial one-year term. It is unknown at this time the number of miles that would be completed each year. The number of crews would depend on the type of work. For example, if Boone County experienced an ice storm, your quote for that particular job might include multiple crews. Please refer to paragraph 2.5. of the Request for Bid.

By: Melinda B. Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #2** to Request for Proposal # **22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services**, receipt of which is hereby acknowledged:

Company Name: Arthur Ratliff Tree + Stump Removal LLC

Address: 8025 S. High Point Ln. Columbia MO 65203

Phone Number: 573-446-2266 Fax Number: 573-446-9010

E-mail: ArthurRatliffTree@gmail.com

Authorized Representative Signature: [Signature] Date: 4/15/19

Authorized Representative Printed Name: Scott Ratliff

Melinda Bobbitt

From: scott ratliff <arthurratliffree@gmail.com>
Sent: Thursday, April 25, 2019 1:56 PM
To: Melinda Bobbitt
Subject: Re: clarification question for Boone County on tree trimming bid

Melinda,

We used the "Additional Laborer" lines as the rates for a heavy equipment operator. I realize now we didn't make that very clear. Here are those rates:

Heavy Equipment Operator (Straight Time): \$40.00/hr (\$75.00/hr Prevailing Wage)
Heavy Equipment Operator (Holidays): \$60.00/hr (\$95.00/hr Prevailing Wage)
Heavy Equipment Operator (Nights/Weekends): \$60.00/hr (\$95.00/hr Prevailing Wage)

Let us know if you need any other clarifications.

Thanks,

Arthur Ratliff Tree & Stump Removal, LLC

8025 S. High Point Lane
Columbia, MO 65203
573-446-2266
www.ratliffree.com

On Wed, Apr 24, 2019 at 4:03 PM Melinda Bobbitt <MBobbitt@boonecountymo.org> wrote:

Scott,

When looking at our pricing page in our bid 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services, I realize that I forgot to include pricing for a heavy equipment operator.

Did your bid pricing contemplate when you are doing a job, and one of your hourly lines you bid would be the amount that you would charge for a heavy equipment operator? Or did you price your heavy equipment hourly rate with that charge in it?

If not, could you provide pricing for the following:

Heavy Equipment Operator (straight time) - non-prevailing Wage / amount per hour: \$

Heavy Equipment Operator (Holidays) – non-prevailing wage / amount per hour: \$

Heavy Equipment Operator (Nights/Weekends) – non-prevailing wage / amount per hour: \$

Heavy Equipment Operator (straight time) - Prevailing Wage / amount per hour: \$

Heavy Equipment Operator (Holidays) – Prevailing wage / amount per hour: \$

Heavy Equipment Operator (Nights/Weekends) – Prevailing wage / amount per hour: \$

Thanks,

Melinda Bobbitt, CPPO, CPPB

Director of Purchasing

613 E. Ash Street, Room 110

Columbia, MO 65201

E-mail: mbobbitt@boonecountymo.org

Phone: (573) 886-4391

Fax: (573) 886-4390





Request for Bid (RFB)

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

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: MBobbitt@boonecountymo.org

Bid Data

Bid Number: **22-16APR19**
Commodity Title: **Tree Trimming Services, Tree Cutting and Removal Services,
Stump Removal / Grinding Services - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, April 16, 2019**
Time: **3:30 p.m. central time (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 110
Columbia, MO 65201**
Directions: The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Tuesday, April 16, 2019**
Time: **Shortly after 3:30 p.m. central time**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Instructions for Compliance with House Bill 1549, Work Authorization Certification, Certification of Individual Bidder, Individual Bidder Affidavit**
- Exhibit C **Debarment Form**
- Attachment I **Standard Terms and Conditions**
- Attachment II **Sample Contract**
- Attachment III **MO Annual Wage Order No. 25 – dated 06-08-2018**
- Attachment IV **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID 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.
- 1.3.1. **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.
- 1.4. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders and posted on our web page at <https://www.showmeboone.com/purchasing/bids/>. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.4.1. Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash St., Room 110, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; or Email: mbobbitt@boonecountymo.org.
- 1.4.2. **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.
- 1.4.3. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due

date will be established.

- 1.5. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.
 - 1.5.1. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
 - 1.6. **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.
 - 1.6.1. **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.
 - 1.6.2. **Contract Period** - Any Term and Supply Contract resulting from this Bid will have an initial term from **May 1, 2019 through April 30, 2020 and may be renewed by the County for up to an additional four (4) one-year periods** unless canceled by Purchasing Director in writing prior to a renewal term.
 - 1.6.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 1.6.4. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 1.7. **PRICING:** 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.
 - 1.7.1. 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.
 - 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal/Grinding Services** to various areas of Boone County – Missouri.
- 2.2. The awarded contract will be utilized throughout the year as a Term & Supply contract for orders on an “as needed when needed” basis. It is anticipated that most projects are \$75,000 or less and prevailing wage will not apply. If any project exceeds \$75,000, then Missouri Prevailing Wage will apply. See section 2.19.1. for additional information.
- 2.3. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of Boone County.
- 2.4. **Contractor Qualifications and Experience:** The Contractor to whom a contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A: Prior Experience* to this bid may be used for this purpose.
- 2.5. **QUANTITY** - All orders will be placed by the following Boone County, Missouri offices: Facilities Maintenance, Resource Management, or Road & Bridge on an “as needed” basis. Approximately \$22,000 was spent on these services in winter of 2019 on our Term & Supply contract. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. Service requirements will be determined by actual need.
- 2.6. **TECHNICAL SPECIFICATIONS**
- 2.6.1. Contractor shall provide all required labor, materials, tools, equipment, vehicles, transportation, and supervision to perform tree trimming, tree cutting, stump removal and grinding services.
- 2.6.2. Contractor shall have in their possession or available to them trucks, devices, chippers, stump grinders, hand tools and other equipment and supplies which are necessary to perform the services as outlined in these specifications.
- 2.6.3. **Service Locations:** Work to be performed at various locations within Boone County.
- 2.6.4. **Coordination:**
1. Contractor shall respond to service calls within forty-eight (48) hours following notification and shall coordinate project scheduling with a designated County designee.
 2. Contractor shall only cut and remove trees that have been designated by County personnel.
 3. All work shall be performed within one week after notification by the County unless County approves a different time schedule.
 4. Contractor shall perform services during normal business hours, 7:30 a.m. to 6:00 p.m., Monday through Friday, unless called by the County to do otherwise.
- 2.6.5. **Tree Trimming:** Trees shall be trimmed to the agreed upon extent and all material shall be removed and properly disposed of.
- 2.6.6. **Tree Cutting and Removal:** Trees shall be cut as low to the ground as permissible. In no event will a stump be left higher than six inches above grade unless directed otherwise by County staff. All brush and trunk material shall be removed immediately and properly disposed of.
- 2.6.7. **Stump Removal / Grinding:** Cut or grind the stump a minimum of six inches below the existing grade. All stump chips should be left in the hole up to four inches above grade. Excess grindings shall be removed and properly disposed of.
- 2.6.8. Stumps shall be ground immediately (same day) after tree is removed unless a different time is approved by County. If stump(s) cannot be ground immediately, they shall be cut as close to ground level as possible and shall cause no safety hazard.
- 2.6.9. **Cleanup** - Contractor shall clean work sites of all twigs, branches, and any other debris associated with the work before the work crew leaves the site unless permission is given by the County to do otherwise. Areas are to be left in a condition equal to that which existed prior to the commencement of services.
- 2.7. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.7.1. **Property Damage:** Contractor shall be responsible for repair of any damage to County and private property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair

and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

- 2.7.2. Contractor shall obtain a permit from the appropriate jurisdiction to work within the road right-of-way.
- 2.8. **BILLINGS:** Invoices should be submitted to the Boone County office or department as shown below. Payment will be made 30 days after receipt of a correct monthly statement. Invoice shall include site / road name where work was completed, date of service including time-in and time-out at the site. Pricing must be broken out on invoice to match that on our Response Form.

Requesting Department	Billing Address
Resource Management	801 E. Walnut St., Room 315, Columbia, MO 65201
Road & Bridge	5551 Tom Bass Rd., Columbia, MO 65201
Facilities Maintenance	613 E. Ash St., Room 107, Columbia, MO 65201

- 2.9. Contractor shall possess and keep in force all licenses and permits required to perform the services of the work described within this bid.
- 2.9.1. Vendor invoices must contain the County contract number.
- 2.10. **INSURANCE**
- 2.10.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.10.2. **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 its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.10.3. **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 it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis**

- 2.10.4. **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.
- 2.10.5. **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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.10.6. **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. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.10.7. **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.
- 2.10.8. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.11. **OSHA Requirements:** 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.
- A. The contractor shall be 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.
 - B. 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.
 - C. 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.

2.12. Utilities and Overhead Power Lines Requirements:

- a. 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.
- b. The contractor shall adhere to requirements of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the 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 the 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. The contractor shall expressly waive 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 the 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.

2.13. Work Authorization Certification: If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form and attach proof of enrollment. (See attached Work Authorization form).

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

2.15. Performance Bond and Labor and Materials Payment Bond - If during the course of the contract term, the County determines that a project will exceed \$50,000, the Contractor will be requested to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

2.16. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration

date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.17. **INSPECTION OF FACILITIES:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
- 2.18. **DESIGNEE** – Greg Edington, Director, Boone County Road & Bridge Department, 5551 Tom Bass Rd. Columbia, MO 65201. Phone: (573) 449-8515, E-mail: gedington@boonecountymo.org; Doug Coley, Director of Facilities Maintenance, 613 E. Ash Street, Columbia, MO 65201. Phone: (573) 886-4401; e-mail: DColey@boonecountymo.org. Stan Shawver, Director of Resource Management, 801 E. Walnut Street, Room 315, Columbia, MO 65201. Phone: (573) 886-4336, e-mail: SShawver@boonecountymo.org.
- 2.19. **Special Conditions for Term & Supply Contract**
- 2.19.1. **Missouri Prevailing Wage Requirements:** Missouri Prevailing Wage law shall apply consistent with the following provisions, see **Attachment Three** which shall be incorporated into the contract by reference.
- a. **Applicability of Missouri Prevailing Wage:**
- 1) If the quote received for this project for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply.
 - 2) If the quote received for the project for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
 - 3) **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
- b. The contractor shall not pay less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on the file with the Boone County Purchasing Department. The contractor shall further agree that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under the contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees to abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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 item as specified.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

County of Boone**Purchasing Department****4. Response / Pricing Form**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

- 4.8. **Tree Trimming Services, Tree Cutting and Removal Services, and Stump Removal / Grinding Services:** We propose to furnish the equipment/material/services as indicated in this Bid including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached herein. All pricing quoted shall apply during the original contract period.

Hourly Equipment Rates

	Equipment Description	Equipment Rate
1.	12" Chipper	\$ _____ Per hour
2.	Chipper Truck	\$ _____ Per hour
3.	Dump Truck	\$ _____ Per hour
4.	Grapple Truck	\$ _____ Per hour
5.	Bucket Truck – 55' Boom	\$ _____ Per hour
6.	Backyard Lift – 70' Working Height	\$ _____ Per hour
7.	Tractor	\$ _____ Per hour
8.	Skid Steer Loader	\$ _____ Per hour
9.	Compact Track Loader	\$ _____ Per hour
10.	Compact Track Loader with Forestry Cutter Attachment	\$ _____ Per hour
11.	Compact Track Load with Mulcher Attachment	\$ _____ Per hour
12.	Compact Track Load with Tree Saw Attachment	\$ _____ Per hour
13.	Excavator with Grapple	\$ _____ Per hour
14.	Excavator with Stump Sheer	\$ _____ Per hour
15.	Feller Buncher	\$ _____ Per hour
16.	Skidder	\$ _____ Per hour
17.	Crane	\$ _____ Per hour
18.	Tub Grinder	\$ _____ Per hour
19.	Horizontal Grinder	\$ _____ Per hour
20.	Commercial Stump Grinder	\$ _____ Per hour

Hourly Labor Rates

	Position / per hour / per man	Non-Prevailing Wage	Missouri State Prevailing Wage
21.	Foreman (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
22.	Journeyman/Trimmer (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
23.	Groundsperson (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
24.	ISA Certified Arborist (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
25.	Additional Laborer (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
26.	Foreman (Holidays)	\$ _____ Per hour	\$ _____ Per hour
27.	Journeyman/Trimmer (Holidays)	\$ _____ Per hour	\$ _____ Per hour
28.	Groundsperson (Holidays)	\$ _____ Per hour	\$ _____ Per hour
29.	ISA Certified Arborist (Holidays)	\$ _____ Per hour	\$ _____ Per hour
30.	Additional Laborer (Holidays)	\$ _____ Per hour	\$ _____ Per hour
31.	Foreman (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
32.	Journeyman/Trimmer (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
33.	Groundsperson (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
34.	ISA Certified Arborist (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
35.	Additional Laborer (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour

Note: See Section 2.19. for applicability of Missouri Prevailing Wage.

4.9. Renewal Options:

Maximum % Increase 1st Renewal: May 1, 2020 – April 30, 2021 _____ %

Maximum % Increase 2nd Renewal: May 1, 2021 – April 30, 2022 _____ %

Maximum % Increase 3rd Renewal: May 1, 2022 – April 30, 2023 _____ %

Maximum % Increase 4th Renewal: May 1, 2023 – April 30, 2024 _____ %

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

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**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:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

CONTRACT AGREEMENT**Secondary Contractor**

THIS AGREEMENT made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Braik's Tree Care LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, services, and equipment called for in the bid designated and marked:

BID NUMBER 22-16APR19

**Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services –
Term and Supply
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document and for the prices below:

Equipment Description	EQUIPMENT RATE - PER HOUR
12" Chipper	\$20.00
Chipper Truck	\$25.00
Dump Truck	\$30.00
Grapple Truck	\$100.00
Bucket Truck – 55' Boom	\$40.00
Backyard Lift – 70' Working Height	\$100.00
Tractor	\$35.00
Skid Steer Loader	\$45.00
Compact Track Loader	\$45.00
Compact Track Loader with Forestry Cutter Attachment	\$90.00
Compact Track Load with Mulcher Attachment	\$90.00
Compact Track Load with Tree Saw Attachment	\$90.00
Excavator with Grapple	\$190.00
Excavator with Stump Sheer	\$190.00
Feller Buncher	\$240.00
Skidder	\$240.00
Crane	\$140.00
Tub Grinder	\$515.00

Horizontal Grinder	\$415.00	
Commercial Stump Grinder	\$55.00	
Position / per hour / per man	NON- PREVAILING PER HOUR WAGE	MISSOURI STATE PER HOUR PREVAILING WAGE
Foreman (Straight Time)	\$34.00	\$65.00
Journeyman/Trimmer (Straight Time)	\$33.00	\$65.00
Groundsperson (Straight Time)	\$28.00	\$60.00
ISA Certified Arborist (Straight Time)	\$40.00	\$75.00
Additional Laborer (Straight Time)	\$25.00	\$60.00
Heavy Equipment Operator (Straight Time)	\$35.00	\$65.00
Foreman (Holidays)	\$51.00	\$85.00
Journeyman/Trimmer (Holidays)	\$50.00	\$85.00
Groundsperson (Holidays)	\$40.00	\$80.00
ISA Certified Arborist (Holidays)	\$75.00	\$95.00
Additional Laborer (Holidays)	\$60.00	\$80.00
Heavy Equipment Operator (Holidays)	\$50.00	\$85.00
Foreman (Nights/Weekends)	\$51.00	\$85.00
Journeyman/Trimmer (Nights/Weekends)	\$50.00	\$85.00
Groundsperson (Nights/Weekends)	\$42.00	\$80.00
ISA Certified Arborist (Nights/Weekends)	\$60.00	\$95.00
Additional Laborer (Nights/Weekends)	\$38.00	\$80.00

Heavy Equipment Operator (Nights/Weekends)	\$50.00	\$85.00
Renewal Options - Maximum % increase		
1st Renewal	2%	
2nd Renewal	2%	
3rd Renewal	2%	
4th Renewal	2%	

Contract Agreement will be utilized throughout the year as a Term & Supply contract for orders on an “as needed, when needed” basis. For individual projects that are \$75,000 or less, prevailing wage will not apply. If an individual project exceeds \$75,000, then Missouri Prevailing Wage will apply. The attached Annual Wage Order No. 25, dated 06-08-2018 Missouri Prevailing Wage shall be used for the entire initial contract period.

Contractor has been selected for award as the **Secondary Contractor**. The Secondary Contractor shall furnish services for the County if the primary contractor cannot provide an acceptable schedule for the County. Secondary Contractor agrees to respond to service calls within forty-eight (48) hours following notification and shall coordinate project scheduling with a designated County designee. All work shall be performed within one week after notification by the County unless County approves a different time schedule.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement and MUST be in writing and pre-approved by the County.

- Introduction and General Conditions of Bidding
- Primary Specifications
- Response Presentation and Review
- Response / Pricing Form
- Prior Experience
- Work Authorization Certification
- Debarment Certification
- Standard Terms and Conditions
- Insurance Requirements
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law
- Missouri Prevailing Annual Wage Order #25, dated 06-08-2018

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

For any single project exceeding \$75,000, Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the County.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

Performance Bond and Labor and Materials Payment Bond - If during the course of the contract term, the County determines that a project will exceed \$50,000, the Contractor will be requested to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6/4/2019
at Columbia, Missouri. (Date)

CONTRACTOR:
BRAIK'S TREE CARE LLC

OWNER:
BOONE COUNTY, MISSOURI

By: DocuSigned by: Dan Braik
212EF317F109403...
Authorized Representative *Signature*

By: DocuSigned by: Daniel K. Atwill
B04B934CED6E4E8...
Daniel K. Atwill, Presiding Commissioner

By: Dan Braik
Authorized Representative *Printed Name*

Approved as to Legal Form:

ATTEST:

DocuSigned by: Charley J. Dillmore
36E0A0DD8B0AC445...
Boone County Counselor

DocuSigned by: Brianna L Lenson by MT
7D82DA986BF6495...
County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: Jane E. Pridgen
F088A8B107E2410...
Signature

5/28/2019

6104-71100

2040-71100; 2041-71100 - Term & Supply

Date

Appropriation Account



From: Melinda Bobbitt <MBobbitt@boonecountymo.org>
Sent: Wednesday, April 24, 2019 4:02 PM
To: Dan Braik <dan@braikstrecare.com>
Subject: clarification question for Boone County

Dan,

When looking at our pricing page in our bid 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services, I realize that I forgot to include pricing for a heavy equipment operator.

Did your bid pricing contemplate when you are doing a job, and one of your hourly lines you bid would be the amount that you would charge for a heavy equipment operator? Or did you price your heavy equipment hourly rate with that charge in it?

If not, could you provide pricing for the following:

- Heavy Equipment Operator (straight time) - non-prevailing Wage / amount per hour: \$
- Heavy Equipment Operator (Holidays) – non-prevailing wage / amount per hour: \$
- Heavy Equipment Operator (Nights/Weekends) – non-prevailing wage / amount per hour: \$

- Heavy Equipment Operator (straight time) - Prevailing Wage / amount per hour: \$
- Heavy Equipment Operator (Holidays) – Prevailing wage / amount per hour: \$
- Heavy Equipment Operator (Nights/Weekends) – Prevailing wage / amount per hour: \$

Thanks,

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

E-mail: mbobbitt@boonecountymo.org
Phone: (573) 886-4391
Fax: (573) 886-4390



Melinda Bobbitt

From: Dan Braik <dan@braikstrecare.com>
Sent: Thursday, April 25, 2019 10:39 AM
To: Melinda Bobbitt
Subject: RE: clarification question for Boone County

Melinda,

Here is our list of equipment, whether or not the operator was included in the initial rate, and the rates broken out for operators. Please let me know if any clarification is necessary.

	Rate	Operator Included	Equipment Rate (without Operator)	Non	
				Straight Time	H
Chipper	20	No			
Chipper Truck	20	No			
Dump Truck	30	No			
Grapple Truck	100	No			
Bucket Truck 55'	40	No			
Backyard Lift 70'	100	No			
Tractor	35	No			
Skid Steer Loader	45	No			
Compact Track Loader	45	No			
Compact Track Loader w/ Forestry Cutter Attachment	125	Yes	90	35	
Compact Track Loader w/ Mulcher Attachment	125	Yes	90	35	
Compact Track Loader w/ Tree Saw	125	Yes	90	35	
Excavator w/ Grapple	225	Yes	190	35	
Excavator w/ Stump Sheer	225	Yes	190	35	
Feller Buncher	275	Yes	240	35	
Skidder	275	Yes	240	35	
Crane	175	Yes	140	35	
Tub Grinder	550	Yes	515	35	
Horizontal Grinder	450	Yes	415	35	
Commercial Stump Grinder	55	No			

Thank you,

Dan Braik
Certified Arborist
 5612 Bower Ln.
 Columbia, MO 65201
 (573) 886-TREE

Brack Tree Care

	Rate	Operator Included	Equipment Rate (without Operator)	Non Prevailing Wage			Prevailing Wage		
				Straight Time	Holidays	Nights/Weekends	Straight Time	Holidays	Nights/Weekends
Chipper	20	No							
Chipper Truck	20	No							
Dump Truck	30	No							
Grapple Truck	100	No							
Bucket Truck 55'	40	No							
Backyard Lift 70'	100	No							
Tractor	35	No							
Skid Steer Loader	45	No							
Compact Track Loader	45	No							
Compact Track Loader w/ Forestry Cutter Attachment	125	Yes	90	35	50	50	65	85	85
Compact Track Loader w/ Mulcher Attachment	125	Yes	90	35	50	50	65	85	85
Compact Track Loader w/ Tree Saw	125	Yes	90	35	50	50	65	85	85
Excavator w/ Grapple	225	Yes	190	35	50	50	65	85	85
Excavator w/ Stump Sheer	225	Yes	190	35	50	50	65	85	85
Feller Buncher	275	Yes	240	35	50	50	65	85	85
Skidder	275	Yes	240	35	50	50	65	85	85
Crane	175	Yes	140	35	50	50	65	85	85
Tub Grinder	550	Yes	515	35	50	50	65	85	85
Horizontal Grinder	450	Yes	415	35	50	50	65	85	85
Commercial Stump Grinder	55	No							

County of BoonePurchasing Department**4. Response / Pricing Form**

- 4.1. Company Name: Braik's Tree Care
- 4.2. Address: 5612 Bower Ln
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-886-8733
- 4.5. Fax Number: N/A
- 4.6. E-mail: dan@braikstreecare.com
- 4.7. Federal Tax ID: 47-5268430
- 4.7.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) LLC - Single Member

- 4.8. **Tree Trimming Services, Tree Cutting and Removal Services, and Stump Removal / Grinding Services:** We propose to furnish the equipment/material/services as indicated in this Bid including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached herein. All pricing quoted shall apply during the original contract period.

Hourly Equipment Rates

	Equipment Description	Equipment Rate
1.	12" Chipper	\$ <u>20</u> Per hour
2.	Chipper Truck	\$ <u>25</u> Per hour
3.	Dump Truck	\$ <u>30</u> Per hour
4.	Grapple Truck	\$ <u>100</u> Per hour
5.	Bucket Truck – 55' Boom	\$ <u>40</u> Per hour
6.	Backyard Lift – 70' Working Height	\$ <u>100</u> Per hour
7.	Tractor	\$ <u>35</u> Per hour
8.	Skid Steer Loader	\$ <u>45</u> Per hour
9.	Compact Track Loader	\$ <u>45</u> Per hour
10.	Compact Track Loader with Forestry Cutter Attachment	\$ <u>125</u> Per hour
11.	Compact Track Load with Mulcher Attachment	\$ <u>125</u> Per hour
12.	Compact Track Load with Tree Saw Attachment	\$ <u>125</u> Per hour
13.	Excavator with Grapple	\$ <u>225</u> Per hour
14.	Excavator with Stump Sheer	\$ <u>225</u> Per hour
15.	Feller Buncher	\$ <u>275</u> Per hour
16.	Skidder	\$ <u>275</u> Per hour
17.	Crane	\$ <u>175</u> Per hour
18.	Tub Grinder	\$ <u>550</u> Per hour
19.	Horizontal Grinder	\$ <u>450</u> Per hour
20.	Commercial Stump Grinder	\$ <u>55</u> Per hour

Hourly Labor Rates

	Position / per hour / per man	Non-Prevailing Wage	Missouri State Prevailing Wage
21.	Foreman (Straight Time)	\$ <u>34</u> Per hour	\$ <u>65</u> Per hour
22.	Journeyman/Trimmer (Straight Time)	\$ <u>33</u> Per hour	\$ <u>65</u> Per hour
23.	Groundsperson (Straight Time)	\$ <u>28</u> Per hour	\$ <u>60</u> Per hour
24.	ISA Certified Arborist (Straight Time)	\$ <u>40</u> Per hour	\$ <u>75</u> Per hour
25.	Additional Laborer (Straight Time)	\$ <u>25</u> Per hour	\$ <u>60</u> Per hour
26.	Foreman (Holidays)	\$ <u>51</u> Per hour	\$ <u>85</u> Per hour
27.	Journeyman/Trimmer (Holidays)	\$ <u>50</u> Per hour	\$ <u>85</u> Per hour
28.	Groundsperson (Holidays)	\$ <u>40</u> Per hour	\$ <u>80</u> Per hour
29.	ISA Certified Arborist (Holidays)	\$ <u>75</u> Per hour	\$ <u>95</u> Per hour
30.	Additional Laborer (Holidays)	\$ <u>60</u> Per hour	\$ <u>80</u> Per hour
31.	Foreman (Nights/Weekends)	\$ <u>51</u> Per hour	\$ <u>85</u> Per hour
32.	Journeyman/Trimmer (Nights/Weekends)	\$ <u>50</u> Per hour	\$ <u>85</u> Per hour
33.	Groundsperson (Nights/Weekends)	\$ <u>42</u> Per hour	\$ <u>80</u> Per hour
34.	ISA Certified Arborist (Nights/Weekends)	\$ <u>60</u> Per hour	\$ <u>95</u> Per hour
35.	Additional Laborer (Nights/Weekends)	\$ <u>38</u> Per hour	\$ <u>80</u> Per hour

Note: See Section 2.19. for applicability of Missouri Prevailing Wage.

4.9. Renewal Options:

Maximum % Increase 1st Renewal: May 1, 2020 – April 30, 2021 2 %

Maximum % Increase 2nd Renewal: May 1, 2021 – April 30, 2022 4 %

Maximum % Increase 3rd Renewal: May 1, 2022 – April 30, 2023 6 %

Maximum % Increase 4th Renewal: May 1, 2023 – April 30, 2024 8 %

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

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

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Dan Braik

Today's Date:

4/15/19

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: City of Hermann, Missouri
Address: 1902 Jefferson
Hermann, MO 65041
Contact Name: Jesse Geltz
Telephone Number: (573) 301-0866
Date of Contract: 1/1/2017
Length of Contract: Current

Description of Prior Services (include dates): Annual contract to clear utility lines of tree limbs. Removal of large and / or hazardous trees from city parks, along streets, and other public areas.

2. Prior Services Performed for:

Company Name: University of Missouri
Address: 180 General Services Building
Columbia, MO 65211
Contact Name: Pete Millier
Telephone Number: (573) 882-3091
Date of Contract: 1/1/2018
Length of Contract: 12/31/2022

Description of Prior Services (include dates): Removal of trees, trimming of trees, and grinding of stumps around campus as needed.

3. Prior Services Performed for:

Company Name: City of Centralia
Address: 114 South Rollins
Centralia, MO 65240
Contact Name: Mike Forsee
Telephone Number: (573) 682-2139
Date of Contract: 11/1/2018
Length of Contract: 3/1/2019

Description of Prior Services (include dates): Clearing of utility lines and removal of select trees.



Company ID Number: 1147889

**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 Braiks Tree Care, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 1147889

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

Name Dan Braik
Phone Number (573) 886 - 8733
Fax Number
Email Address dan@braikstrecare.com

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Dan Braik

Name and Title of Authorized Representative



Signature

4/15/19

Date

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

County of Cooper)
)ss
State of MO)

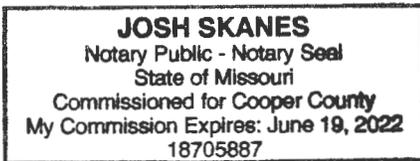
My name is Dan Bralk. I am an authorized agent of Bralk's
Tree Care (Company). I am aware of the requirements for OSHA training set out in §292.675
Revised Statutes of Missouri for those working on public works. All requirements of said statute have been
fully satisfied and there has been no exception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

NAME OF PROJECT: Tree Trimming Services

[Signature] 4/16/19
Affiant Date

Dan Bralk
Printed Name

Subscribed and sworn to before me this 16 day of April, 2019.



[Signature]
Notary Public

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

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Dan Bralk, Owner of the (name of company)

Bralks Tree Care, LLC (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the 16th day of April 2019, in carrying out the Contract and work in connection with

(name of project) Tree Trimming Services located at

(name of institution) Boone Co Purchasing in Boone County,

Missouri and completed on the 16th day of April, 2019.

[Signature]
Signature

Subscribed and sworn to me this 16 day of April, 2019.

My commission expires June 19, 2022.

[Signature]
Notary Public





BOONE COUNTY, MISSOURI

Request for Proposal #: 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services

ADDENDUM #1 - Issued April 12, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror’s Response Form.

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

I. The County has received the following question and is providing a response below.

- 1. Is there someone in the field that will be overseeing this contract?

Response: The contract will be used by multiple departments at the County including Facilities Maintenance, Resource Management and Road and Bridge. There will be supervisors in the field that will monitor the work.

- 2. Would it be possible to meet with or talk with that person if we have specific questions about the actual work to be done?

Response: An example of how this contract will be used, is that Resource Management would contact the Contractor and ask for a quote to remove and grind five trees in an area. Once the quote was approved by County, they would issue the Notice to Proceed.

Because multiple departments will be utilizing this contract for work, it is best if you submit your questions in writing. That way we can provide an answer to all potential Bidders. If a pre-bid conference would be helpful, I can schedule one. If needed, please e-mail me with that request.

- 3. Does the E-Verify documentation need to be included with the bid, or at the time of contracting?

Response: Either is acceptable.

- 4. Who is the Contractor that currently has this contract?

Response: The County has never bid this service before. It was previously bid by the City of Columbia and the County was piggybacking on their contract. They had the following contracts in place: 16/2015 – Stump Grinding and 126/205 - Tree Cutting and Removal Services.

- 5. Are we allowed to see the contract that is currently in place?

Response: You may schedule a time to stop by the Purchasing office by emailing: mbobbitt@boonecountymo.org .

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #1** to Request for Proposal # **22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services**, receipt of which is hereby acknowledged:

Company Name: Braiks Tree Care
Address: 5612 Bover Ln. Columbia, MO 65201
Phone Number: (573) 886-8733 Fax Number: N/A
E-mail: dan@braikstreecare.com
Authorized Representative Signature:  Date: 4/15/19
Authorized Representative Printed Name: Dan Braik



BOONE COUNTY, MISSOURI

Request for Proposal #: 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services

ADDENDUM #2 - Issued April 15, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror’s Response Form.

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

The County has received the following question and is providing a response below.

- 1. Can you tell me how many crews this contract would consist of? Also, can I get the estimated miles to be completed each year?**

Response: The awarded contract from this bid is for a term and supply contract that will be used throughout the initial one-year term. It is unknown at this time the number of miles that would be completed each year. The number of crews would depend on the type of work. For example, if Boone County experienced an ice storm, your quote for that particular job might include multiple crews. Please refer to paragraph 2.5. of the Request for Bid.

By: Melinda B. Bobitt
Melinda Bobitt, CPPC, CPPB
Director of Purchasing

Offeror has examined **Addendum #2** to Request for Proposal # **22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services**, receipt of which is hereby acknowledged:

Company Name: Braik's Tree Care

Address: 5612 Bower Ln. Columbia, MO 65201

Phone Number: (573) 886-8733 Fax Number: N/A

E-mail: dan@braikstreecare.com

Authorized Representative Signature: [Signature] Date: 4/15/19

Authorized Representative Printed Name: Dan Braik



BRAITRE-01

MMUELLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2019

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 have ADDITIONAL INSURED provisions or 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 Robertson Ryan - Chicago 555 W Kinzie St Unit 3811 Chicago, IL 60654	CONTACT NAME: Kelley Keller PHONE (A/C, No, Ext): (262) 478-3266 266 FAX (A/C, No): (262) 478-3260 E-MAIL ADDRESS: kkeller@robertsonryan.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : SECURA INSURANCE A MUTUAL COMPANY 22543 INSURER B : MISSOURI EMPLOYERS MUTUAL INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Braik's Tree Care 5612 Bower Ln Columbia, MO 65201		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP3284286	4/6/2019	4/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3284290	4/6/2019	4/6/2020	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3284291	4/6/2019	4/6/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MEM2029922	1/10/2019	1/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Boone, Missouri is an additional insured on the general liability in regards to work performed by the named insured for them per written contract.

CERTIFICATE HOLDER County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street 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
--	--

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

_____ a Corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

CONTRACT NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____

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

_____ DOLLARS

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

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

CONTRACT NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of _____ Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

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

CONTRACT NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding
Services
BOONE COUNTY, MISSOURI

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____

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

_____ DOLLARS

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

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

CONTRACT NUMBER 22-16APR19
Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services
BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____



BOONE COUNTY, MISSOURI

Request for Proposal #: 22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services

ADDENDUM #1 - Issued April 12, 2019

This addendum is issued in accordance with the Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that they should acknowledge receipt of this addendum and submit it with Offeror's Response Form.

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

I. The County has received the following question and is providing a response below.

1. Is there someone in the field that will be overseeing this contract?

Response: The contract will be used by multiple departments at the County including Facilities Maintenance, Resource Management and Road and Bridge. There will be supervisors in the field that will monitor the work.

2. Would it be possible to meet with or talk with that person if we have specific questions about the actual work to be done?

Response: An example of how this contract will be used, is that Resource Management would contact the Contractor and ask for a quote to remove and grind five trees in an area. Once the quote was approved by County, they would issue the Notice to Proceed.

Because multiple departments will be utilizing this contract for work, it is best if you submit your questions in writing. That way we can provide an answer to all potential Bidders. If a pre-bid conference would be helpful, I can schedule one. If needed, please e-mail me with that request.

3. Does the E-Verify documentation need to be included with the bid, or at the time of contracting?

Response: Either is acceptable.

4. Who is the Contractor that currently has this contract?

Response: The County has never bid this service before. It was previously bid by the City of Columbia and the County was piggybacking on their contract. They had the following contracts in place: 16/2015 – Stump Grinding and 126/205 - Tree Cutting and Removal Services.

5. Are we allowed to see the contract that is currently in place?

Response: You may schedule a time to stop by the Purchasing office by emailing: mbobbitt@boonecountymo.org.

By: Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

Offeror has examined **Addendum #1** to Request for Proposal # **22-16APR19 – Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal / Grinding Services**, 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 110
Columbia, MO 65201

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

Bid Data

Bid Number: **22-16APR19**
Commodity Title: **Tree Trimming Services, Tree Cutting and Removal Services,
Stump Removal / Grinding Services - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, April 16, 2019**
Time: **3:30 p.m. central time (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 110
Columbia, MO 65201**
Directions: **The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Tuesday, April 16, 2019**
Time: **Shortly after 3:30 p.m. central time**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Prior Experience**
- Exhibit B **Instructions for Compliance with House Bill 1549, Work Authorization Certification, Certification of Individual Bidder, Individual Bidder Affidavit**
- Exhibit C **Debarment Form**
- Attachment I **Standard Terms and Conditions**
- Attachment II **Sample Contract**
- Attachment III **MO Annual Wage Order No. 25 – dated 06-08-2018**
- Attachment IV **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID 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.
- 1.3.1. **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.
- 1.4. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders and posted on our web page at <https://www.showmeboone.com/purchasing/bids/>. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.4.1. Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash St., Room 110, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; or Email: mbobbitt@boonecountymmo.org.
- 1.4.2. **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.
- 1.4.3. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due

date will be established.

- 1.5. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.
 - 1.5.1. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
 - 1.6. **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.
 - 1.6.1. **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.
 - 1.6.2. **Contract Period** - Any Term and Supply Contract resulting from this Bid will have an initial term from **May 1, 2019 through April 30, 2020 and may be renewed by the County for up to an additional four (4) one-year periods** unless canceled by Purchasing Director in writing prior to a renewal term.
 - 1.6.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 1.6.4. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 1.7. **PRICING:** 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.
 - 1.7.1. 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.
 - 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Tree Trimming Services, Tree Cutting and Removal Services, Stump Removal/Grinding Services** to various areas of Boone County – Missouri.
- 2.2. The awarded contract will be utilized throughout the year as a Term & Supply contract for orders on an “as needed when needed” basis. It is anticipated that most projects are \$75,000 or less and prevailing wage will not apply. If any project exceeds \$75,000, then Missouri Prevailing Wage will apply. See section 2.19.1. for additional information.
- 2.3. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of Boone County.
- 2.4. **Contractor Qualifications and Experience:** The Contractor to whom a contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A: Prior Experience* to this bid may be used for this purpose.
- 2.5. **QUANTITY** - All orders will be placed by the following Boone County, Missouri offices: Facilities Maintenance, Resource Management, or Road & Bridge on an “as needed” basis. Approximately \$22,000 was spent on these services in winter of 2019 on our Term & Supply contract. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. Service requirements will be determined by actual need.
- 2.6. **TECHNICAL SPECIFICATIONS**
- 2.6.1. Contractor shall provide all required labor, materials, tools, equipment, vehicles, transportation, and supervision to perform tree trimming, tree cutting, stump removal and grinding services.
- 2.6.2. Contractor shall have in their possession or available to them trucks, devices, chippers, stump grinders, hand tools and other equipment and supplies which are necessary to perform the services as outlined in these specifications.
- 2.6.3. **Service Locations:** Work to be performed at various locations within Boone County.
- 2.6.4. **Coordination:**
1. Contractor shall respond to service calls within forty-eight (48) hours following notification and shall coordinate project scheduling with a designated County designee.
 2. Contractor shall only cut and remove trees that have been designated by County personnel.
 3. All work shall be performed within one week after notification by the County unless County approves a different time schedule.
 4. Contractor shall perform services during normal business hours, 7:30 a.m. to 6:00 p.m., Monday through Friday, unless called by the County to do otherwise.
- 2.6.5. **Tree Trimming:** Trees shall be trimmed to the agreed upon extent and all material shall be removed and properly disposed of.
- 2.6.6. **Tree Cutting and Removal:** Trees shall be cut as low to the ground as permissible. In no event will a stump be left higher than six inches above grade unless directed otherwise by County staff. All brush and trunk material shall be removed immediately and properly disposed of.
- 2.6.7. **Stump Removal / Grinding:** Cut or grind the stump a minimum of six inches below the existing grade. All stump chips should be left in the hole up to four inches above grade. Excess grindings shall be removed and properly disposed of.
- 2.6.8. Stumps shall be ground immediately (same day) after tree is removed unless a different time is approved by County. If stump(s) cannot be ground immediately, they shall be cut as close to ground level as possible and shall cause no safety hazard.
- 2.6.9. **Cleanup** - Contractor shall clean work sites of all twigs, branches, and any other debris associated with the work before the work crew leaves the site unless permission is given by the County to do otherwise. Areas are to be left in a condition equal to that which existed prior to the commencement of services.
- 2.7. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.7.1. **Property Damage:** Contractor shall be responsible for repair of any damage to County and private property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair

and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

- 2.7.2. Contractor shall obtain a permit from the appropriate jurisdiction to work within the road right-of-way.
- 2.8. **BILLINGS:** Invoices should be submitted to the Boone County office or department as shown below. Payment will be made 30 days after receipt of a correct monthly statement. Invoice shall include site / road name where work was completed, date of service including time-in and time-out at the site. Pricing must be broken out on invoice to match that on our Response Form.

Requesting Department	Billing Address
Resource Management	801 E. Walnut St., Room 315, Columbia, MO 65201
Road & Bridge	5551 Tom Bass Rd., Columbia, MO 65201
Facilities Maintenance	613 E. Ash St., Room 107, Columbia, MO 65201

- 2.9. Contractor shall possess and keep in force all licenses and permits required to perform the services of the work described within this bid.
- 2.9.1. Vendor invoices must contain the County contract number.
- 2.10. **INSURANCE**
- 2.10.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.10.2. **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 its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.10.3. **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 it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis**

- 2.10.4. **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.
- 2.10.5. **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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.10.6. **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. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.10.7. **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.
- 2.10.8. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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

Certificate Holder address:

County of Boone, Missouri
 C/O Purchasing Department
 613 E. Ash Street
 Columbia, MO 65201

- 2.11. **OSHA Requirements:** 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.
 - A. The contractor shall be 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.
 - B. 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.
 - C. 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.

2.12. Utilities and Overhead Power Lines Requirements:

a. 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.

b. The contractor shall adhere to requirements of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the 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 the 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. The contractor shall expressly waive 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 the 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.

2.13. Work Authorization Certification: If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form and attach proof of enrollment. (See attached Work Authorization form).

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

2.15. Performance Bond and Labor and Materials Payment Bond - If during the course of the contract term, the County determines that a project will exceed \$50,000, the Contractor will be requested to furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, and payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

The successful Contractor shall pay for and furnish, when applicable, within 10 days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. Contractor shall provide and pay the cost of Performance and Payment Bonds, on forms generally used by County, each in full amount of the "Not To Exceed" amount for the estimated work, issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability," which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

2.16. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration

date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.17. **INSPECTION OF FACILITIES:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
- 2.18. **DESIGNEE** – Greg Edington, Director, Boone County Road & Bridge Department, 5551 Tom Bass Rd. Columbia, MO 65201. Phone: (573) 449-8515, E-mail: gedington@boonecountymo.org; Doug Coley, Director of Facilities Maintenance, 613 E. Ash Street, Columbia, MO 65201. Phone: (573) 886-4401; e-mail: DColey@boonecountymo.org. Stan Shawver, Director of Resource Management, 801 E. Walnut Street, Room 315, Columbia, MO 65201. Phone: (573) 886-4336, e-mail: SShawver@boonecountymo.org.
- 2.19. **Special Conditions for Term & Supply Contract**
- 2.19.1. **Missouri Prevailing Wage Requirements:** Missouri Prevailing Wage law shall apply consistent with the following provisions, see **Attachment Three** which shall be incorporated into the contract by reference.
- a. **Applicability of Missouri Prevailing Wage:**
- 1) If the quote received for this project for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply.
 - 2) If the quote received for the project for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
 - 3) Special Rule for Change Orders: If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
- b. The contractor shall not pay less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on the file with the Boone County Purchasing Department. The contractor shall further agree that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under the contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees to abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.

3. Response Presentation and Review

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

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. Corporation _____
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

- 4.8. **Tree Trimming Services, Tree Cutting and Removal Services, and Stump Removal / Grinding Services:** We propose to furnish the equipment/material/services as indicated in this Bid including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached herein. All pricing quoted shall apply during the original contract period.

Hourly Equipment Rates

	Equipment Description	<u>Equipment Rate</u>
1.	12" Chipper	\$ _____ Per hour
2.	Chipper Truck	\$ _____ Per hour
3.	Dump Truck	\$ _____ Per hour
4.	Grapple Truck	\$ _____ Per hour
5.	Bucket Truck – 55' Boom	\$ _____ Per hour
6.	Backyard Lift – 70' Working Height	\$ _____ Per hour
7.	Tractor	\$ _____ Per hour
8.	Skid Steer Loader	\$ _____ Per hour
9.	Compact Track Loader	\$ _____ Per hour
10.	Compact Track Loader with Forestry Cutter Attachment	\$ _____ Per hour
11.	Compact Track Load with Mulcher Attachment	\$ _____ Per hour
12.	Compact Track Load with Tree Saw Attachment	\$ _____ Per hour
13.	Excavator with Grapple	\$ _____ Per hour
14.	Excavator with Stump Sheer	\$ _____ Per hour
15.	Feller Buncher	\$ _____ Per hour
16.	Skidder	\$ _____ Per hour
17.	Crane	\$ _____ Per hour
18.	Tub Grinder	\$ _____ Per hour
19.	Horizontal Grinder	\$ _____ Per hour
20.	Commercial Stump Grinder	\$ _____ Per hour

Hourly Labor Rates

	Position / per hour / per man	Non-Prevailing Wage	Missouri State Prevailing Wage
21.	Foreman (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
22.	Journeyman/Trimmer (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
23.	Groundsperson (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
24.	ISA Certified Arborist (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
25.	Additional Laborer (Straight Time)	\$ _____ Per hour	\$ _____ Per hour
26.	Foreman (Holidays)	\$ _____ Per hour	\$ _____ Per hour
27.	Journeyman/Trimmer (Holidays)	\$ _____ Per hour	\$ _____ Per hour
28.	Groundsperson (Holidays)	\$ _____ Per hour	\$ _____ Per hour
29.	ISA Certified Arborist (Holidays)	\$ _____ Per hour	\$ _____ Per hour
30.	Additional Laborer (Holidays)	\$ _____ Per hour	\$ _____ Per hour
31.	Foreman (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
32.	Journeyman/Trimmer (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
33.	Groundsperson (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
34.	ISA Certified Arborist (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour
35.	Additional Laborer (Nights/Weekends)	\$ _____ Per hour	\$ _____ Per hour

Note: See Section 2.19. for applicability of Missouri Prevailing Wage.

4.9. Renewal Options:

Maximum % Increase 1st Renewal: May 1, 2020 – April 30, 2021 _____ %

Maximum % Increase 2nd Renewal: May 1, 2021 – April 30, 2022 _____ %

Maximum % Increase 3rd Renewal: May 1, 2022 – April 30, 2023 _____ %

Maximum % Increase 4th Renewal: May 1, 2023 – April 30, 2024 _____ %

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

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 19

In the County Commission of said county, on the 4th day of June 20 19

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached extension agreement and extension of the Letter of Credit No. 151886-0399 between the County of Boone and Tompkins Homes and Development, LLC.

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

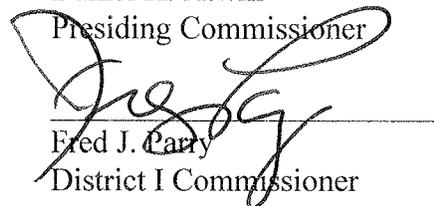
Done this 4th day of June 2019.

ATTEST:

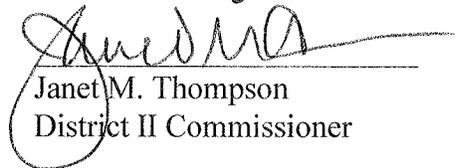

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Carry
District I Commissioner



Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$21,820.14 Letter of Credit – Rokes Bend Southwest Private Drive

THIS AGREEMENT, effective June 26, 2019, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a private drive, Rokes Bend Southwest Private Drive, herein “Project”; and

WHEREAS, Central Bank of Boone County has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 26, 2017, in the amount of \$21,820.14, to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 26, 2019; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 26, 2020.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 309-2017 and the Stormwater Erosion and Sediment Control Security Agreement dated June 9, 2017, approving infrastructure security in the form of a letter of credit in the amount of \$21,820.14, with an expiration date of June 26, 2018, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 26, 2017 Letter of Credit such that the new expiration date will be June 26, 2020.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated June 9, 2017, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

TOMPKINS HOMES & DEVELOPMENT:

By:



Printed Name: Mike Tompkins

Title: President

BOONE COUNTY:

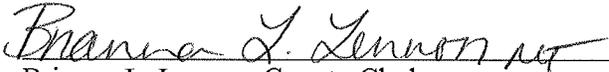
Commission Order: 309-2017

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

APPROVED BY:



Stan Shawver, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

309 -2017

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 13th day of July 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Tompkins Homes & Development Inc.

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

Done this 13th day of July, 2017.

ATTEST:

Art Auer
Art Auer *DKB*
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to June 9, 2019, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on June 9, 2019, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.



Central Bank of Boone County

IRREVOCABLE LETTER OF CREDIT

NO. 151886-0399

DATE: June 26, 2017

Amount: \$21,820.14

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Tompkins Homes and Development, Inc., up to an aggregate amount of \$21,820.14 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County** Letter of Credit #151886-0399 Dated 06/26/17."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before June 26, 2018, provided further that upon such expiration, either at June 26, 2018, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Austin Gaughan, Commercial Banking Officer

Re: **Central Bank of Boone County** Letter of Credit No.: **151886-0399**
Dated: 06/26/17
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **151886-0399** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ _____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

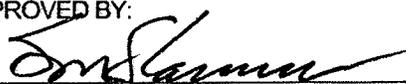
Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:


Stan Shawver, Director Resource Management

Attest:

Wendy S. Noren, Boone County Clerk
Commission Order: _____