

### **Boone County Purchasing**

601 E. Walnut, Room 209 Columbia, MO 65201

# **Request for Bid** (RFB)

### <u>Heather Turner, CPPB, Buyer</u>

(573) 886-4392 – Fax: (573) 886-4390 Email: hturner@boonecountymo.org

Bid DataBid Number:58-06JUL06Commodity Title:Erosion Control Term and Supply

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

	Bid Submission Address and Deadline		
Day / Date:	THURSDAY, JULY 6, 2006		
Time:	10:30 A.M. (Bids received after this time will be returned unopened)		
Location / Mail Address:	Boone County Purchasing Department		
Boone County Johnson Building			
	601 E. Walnut, Room 208		
	Columbia, MO 65201		
Directions:	The Johnson Building is located on the Northeast corner at 6 <sup>th</sup> Street and Walnut		
	Street. Enter the building from the East Side. Wheel chair accessible entrance is		
	available on the West side of the building.		
Bid Opening			
Day / Date:	THURSDAY, JULY 6, 2006		
-	10:30 A.M. C.S.T.		
Location / Address:	Boone County Johnson Building Conference Room		
	601 E. Walnut, Room 213		
	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** 
  - Standard Terms and Conditions

#### <u>County of Bo</u>one

- 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. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. 1.2.3. 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 CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and 1.3.1. requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid. 1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established. AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from 1.4. the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. 1.5. CONTRACT EXECUTION - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim. 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order: 1) the provisions of the Contract (as it may be amended); 2) the provisions of the Bid; 3) the provisions of the Bidder's Response. 1.6. CONTRACT PERIOD – Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through June 30, 2007 and may be automatically renewed for up to an additional two (2) oneyear periods unless canceled by the Purchasing Director in writing prior to a renewal term. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the 1.7.
  - County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

### 2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of lime, fertilizer, seed, mulch, erosion control blankets, ditch checks, and silt fencing applications as specified herein.
- 2.1.1. All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to order shredding and disposal services from other vendors when the County deems it necessary.
  - 2.2. **CONTRACT DURATION -** The contract shall be effective from Date of Award through Jun 30, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS -** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. PRICING All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.6. **MINIMUM TECHNICAL SPECIFICATIONS** The contractor shall provide applications of the following: silt fence; lime, fertilizer, seed, and mulch; erosion control blankets; and ditch checks.

### 2.7. PRODUCT SPECIFICATIONS AND INSTALLATION

- 2.7.1. The contractor shall provide all items in accordance with the specifications outlined in Attachment 1 including silt fence, seeding, fertilizing, mulching, erosion control blankets, and ditch checks.
  - 2.8. **DEVIATION(S)** It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.

### 2.9. METHOD OF MEASUREMENT, PROCEDURES, AND BASIS OF PAYMENT

- 2.9.1. All items paid under this contract shall be measured and paid for by the unit shown, as per the bid form.
- 2.9.2. All appurtenances under this contract shall be incidental and included with the bid as specified in the bid form.
- 2.9.3. The contractor will be provided project plans or the project will be field staked for clarification on each job.
- 2.9.4. **Method of Ordering -** Orders will be requested via a faxed request or plan submittal. The successful vendor will be required to confirm receipt of each request.
- 2.10. **BOONE COUNTY INSURANCE REQUIREMENTS** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and

such insurance has been approved by the County. 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.

2.10.1. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$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 Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- Comprehensive General Liability Insurance The Contractor shall take out and maintain during 2.10.2. the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Boone - Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.10.3. The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.10.4. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.5. **Insurance Certifications:** 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 and requiring a thirty (30) day mandatory cancellation notice. 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 project.
  - 2.11. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning

anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.

- 2.12. **PAYMENT –** The contractor shall bill the County upon acceptance by Boone County of each completed project. The contractor must submit an invoice and charges must only include those prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.
- 2.13. **DELIVERY –** FOB destination. The sellers pays and bears all freight charges.
- 2.14. **DESIGNEE –** Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.
- 2.15. **BID CLARIFICATION -** Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.16. **EVALUATION AND AWARD** Award(s) shall be made in the best interest of Boone County. However, it is the intent of the County to award this bid to multiple vendors. Therefore, in the event the primary contractor is unable to meet the expected obligation within the timeframe outlined by the County, the secondary contractor may be given the project.

### 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 <u>www.showmeboone.com</u>.
  - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION -** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses -** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
  - 3.5. **EVALUATION PROCESS** Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. Method of Evaluation We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing -** Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

### County of Boone

4.	Response Form	
4.1.	Company Name:	
4.2.	Address:	-
4.3.	City/Zip:	-
4.4.	Phone Number:	_
4.5.	Fax Number:	_
4.6.	Federal Tax ID:	
4.6.1.	() Corporation	
	() Partnership - Name	
	() Individual/Proprietorship - Individual Name	
	( ) Other (Specify)	

### 4.7. **PRICING**

	Description	Unit	Estimated Units	Unit Price	Total
4.7.1.	Silt Fence	LF		\$	\$
4./.1.	Lime, Fertilizer, Seed, and Type 1 Mulch			φ	
4.7.2.	(Vegetative)	AC		\$	\$
7.7.2.	Lime, Fertilizer, Seed, and Type 2 Mulch	AC		ψ	
4.7.3.	(Vegetative w/Asphalt Emulsion)	AC		\$	\$
-1.7.3.	Lime, Fertilizer, Seed, and Type 2 Mulch	110			
4.7.4.	(Vegetative w/ an Overspray)	AC		\$	\$
	Biodegradable Blanket-North American Green	110			
4.7.5.	S75BN	SY		\$	\$
	Biodegradable Blanket – North American			· · · · · · · · · · · · · · · · · · ·	
4.7.6.	Green S150 BN	SY		\$	\$
	Biodegradable Blanket – North American	SY			
4.7.7.	Green SC50 BN			\$	\$
	Biodegradable Blanket – North American	SY			
4.7.8.	Green C125 BN			\$	\$
	Long Term Degradable Blanket – North	SY			
4.7.9.	American Green SC150			\$	\$
	Long Term Degradable Blanket – North	SY			
4.7.10.	American Green C125			\$	\$
	Turf Reinforcement Mat – North American	SY			
4.7.11.	Green P300 TRM			\$	\$
	Turf Reinforcement Mat – North American	SY			
4.7.12.	Green C350 TRM			\$	\$
4 7 10	Composite Reinforcement Mat – North	SY			<b>b</b>
4.7.13.	American Green SC250			\$	\$
4714	Composite Reinforcement Mat – North	SY		¢	¢
4.7.14.	American Green C350	CN/		\$	\$
4.7.15.	Erosion Control Blanket – North American Green S75 BN	SY		\$	\$
	Ditch Checks (2 straw bales per ditch check)	E A			
4.7.16.	Ditch Checks (2 Straw bales per uitch Check)	EA		\$	\$
4.7.17.	GRAND TOTAL				\$

4.8.	Maximum Percentage Increase for Renewal Periods
4.8.1.	% 2 <sup>nd</sup> Year
4.8.2.	% 3 <sup>rd</sup> Year
4.9.	Please provide the number of days notice must be provided prior to expected installation In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.
4.10. 4.11.	It is anticipated that the county will have several projects going on simultaneously during the construction season, how many crews do you have to cover multiple projects? The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
4.11.1.	Authorized Representative (Sign By Hand):
4.11.2.	Type or Print Signed Name:
4.11.3.	Today's Date:
4.12.	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

#### FERTILIZING

270.1 **Description -** This work shall consist of the application of lime and commercial fertilizer and soil preparation for seeding on areas shown on the plans or designated by the engineer.

#### 270.2 Material.

- 270.2.1 Material used for soil neutralization, unless otherwise specified, shall be a pelletized bagged lime, or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- 270.2.2 The rate of application of lime shall be a minimum of 1,300 lbs/acre for agricultural lime or 650 lbs/acre for pelletized lime. Except as otherwise provided in this specification, the quantity of material required to provide the specified pounds of effective neutralizing material per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act.
- 270.2.3 Fertilizer shall be a standard commercial product that will supply a minimum of 90 pounds of total nitrogen (N), 90 pounds of available phosphoric acid (P 2 0 5) and 90 pounds of soluble potash (K 2 0) per acre. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.
- 270.3 **Equipment -** Lime and commercial fertilizer shall be applied by mechanical equipment designed for this purpose.

#### 270.4 Construction Requirements

- 270.4.1 The area to be limed and fertilized will be the area specified within the limits of construction; shall have a uniform surface free from rills, washes and depressions; and shall conform to the finished grade and cross section as shown on the plans. The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 2 inches. The seedbed or sodbed shall be prepared by loosening the existing soil on the slope, rather than by the addition of loose soil.
- 270.4.2 Lime and fertilizer shall be applied evenly at the rates specified in this section and only when the soil is in a tillable condition. After application, the lime and fertilizer shall be mixed into the soil by disking, harrowing or raking to a minimum depth of 2 inches, unless applied hydraulically on slopes steeper than 2:1 (1:2) in accordance with **Section 275.3.2.1**.
- 270.4.3 Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.
- 270.4.4 Lime and fertilizer shall be applied not more than 48 hours before the seed is sown unless otherwise authorized by the engineer.

### MULCHING

272.1 **Description -** This work shall consist of the application of one of the three (3) following mulches as shown on the plans or directed. All seeded areas shall be mulched.

## 272.2 Material

- 272.2.1 Type 1 Mulch (Vegetative) The vegetative mulch shall be clean wheat straw.
- 272.2.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion) -** The asphalt emulsion shall be SS-1, SS-1h, CSS-1 or CSS-1h conforming to the requirements of AASHTO M 140 or AASHTO M 208. The vegetative mulch shall be as specified in **Section 272.2.1**.
- 272.2.3 **Type 3 Mulch (Vegetative with an Overspray)** The vegetative mulch shall be as specified in **Section 272.2.1**. The overspray material may be virgin wood cellulose fibers or recycled slick paper as herein specified. It shall not contain any germination or growth inhibiting substances. The overspray shall be green in color after application and shall have the property to be evenly dispersed and suspended when agitated in water. When sprayed uniformly over vegetative mulch, the mulch fibers shall form an absorbent cover, allowing percolation of water to the underlying soil. The mulch shall be packaged in moisture resistant bags with the net weight (mass) of the packaged material plainly shown on each bag. The mulch fibers shall not be water soluble.
  - 272.2.3.1 **Virgin Wood Cellulose -** Virgin wood cellulose fibers shall be produced by either the ground or cooked fiber process and shall have the following properties: Moisture Content, percent by weight (mass), max 15 Organic Matter-Wood Fiber, percent by weight (mass), min 80 pH 4.3-8.5
  - 272.2.3.2 **Recycled Slick Paper Mulch -** Recycled slick paper mulch shall be produced from printers slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard will not be allowed. The material shall be free of other material or fillers and shall have the following properties: Moisture Content, percent by weight (mass), max 8 pH 4.5-6.5
  - 272.2.3.3 The contractor shall furnish a manufacturer's certification in triplicate certifying that the overspray mulch materials complies with these specifications. The engineer may sample and test these materials prior to approval and use. Acceptance will be based upon a satisfactory certification and results of any test deemed necessary by the engineer.

### 272.3 Construction Requirements

272.3.1 Type 1 Mulch (Vegetative) – Type 1 Mulch shall be applied at the rate of 2 1/2 tons per acre.

- 272.3.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** Type 2 Mulch shall be applied by mechanical mulch spreaders equipped to eject, by means of a constant air stream, controlled quantities of the vegetative mulch and emulsified asphalt in a uniform pattern over the specified area. The mulching machine shall be so designed that the asphalt will be injected at the proper rate directly into the air stream carrying the straw, resulting in a uniform spotty tacking of the vegetative mulch with asphalt. The vegetative mulch shall be applied at the rate of 2 1/2 tons per acre. The application rate for the asphalt emulsion shall be 100 gallons per ton of straw.
- 272.3.3 **Type 3 Mulch (Vegetative with an Overspray)** Type 3 Mulch shall be hydraulically applied over the vegetative mulch as a separate operation. Recycled slick paper shall be applied at the rate of 750 pounds per acre. Virgin wood cellulose fibers with 90 percent or more organic matter shall be applied at the rate of 750 pounds per acre and that with 80 to 89 percent inclusive shall be applied at a rate calculated as follows: Rate lb/acre = 100 x 750 lb/acre Actual Percent Organic Matter

The overspray material shall be mixed with water in a manner to provide a homogeneous slurry. Equipment for mixing and applying the slurry shall be capable of applying it uniformly over the entire vegetative mulched area. The slurry mixture shall be agitated during application to keep the ingredients thoroughly mixed.

272.3.5 All mulch shall be distributed evenly over the area to be mulched within 24 hours following the seeding operation. Following the mulching operation, precautions shall be taken to prohibit foot or vehicular traffic over the mulched area. Any mulch which is displaced shall be replaced at once, but only after the work preceding the mulching which may have been damaged as a result of the displacement has been acceptably repaired.

#### SEEDING

275.1 Description - This work shall consist of preparing, liming and fertilizing a seedbed, and the furnishing and sowing of seed. All disturbed areas shall be seeded as shown on the plans or directed.

#### 275.2 Material

275.2.1 Seed mix shall comply with standards of the Official Seed Analysis of North America and be recommended for full sun exposure in Columbia, Missouri. Seed shall be free from Johnson Grass, Canadian Thistle, or field bind weed seed and be approved by the inspector.

Residental / Commercial Yards	Mixture %		
Kentucky Bluegrass Creeping Red Fescue	20% @ 260 lbs/per acre 30% @ 260 lbs/per acre		
Perernial Rye Grass	30% @ 260 lbs/per acre		
Annual Rye Purity	20% @ 260 lbs/per acre 85%		
Germination	80%		
Maximum Weed Seed	1%		

Non – Residental / Commercial Yards	Mixture %
Tall Fescue	100 lbs/per acre
Seed Wheat	60 lbs/per acre

#### 275.3 Application

Approved	Seeding	Time
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Spring Fall

#### Dates

March 15 to May 15 August 15 to October 15

#### STRAW BALE DITCH CHECKS

279.1 **Description -** This work shall consist of constructing straw bale ditch checks at locations shown on the plans.

#### 279.2 Construction Requirements - See Attachment A for detailed drawing

- 279.2.1 Bale shall be 14-inch x 18-inch x 36-inch.
- 279.2.2 Anchors shall be 2-inch x 2-inch hardwood stakes, minimum of 3 feet in length. Two (2) stakes per bale.

#### 279.3 Payment

279.3.1 One (1) Ditch Check shall be considered as two (2) straw bales installed as per details shown on Attachment A.

#### SECTION 283

#### **TEMPORARY SILT FENCE**

- 283.1 **Description -** This work shall consist of furnishing and installing a wire-supported or self-supported geotextile silt fence designed to remove suspended particles from sheet flow passing through the fence and prevent sediment from polluting nearby streams or other bodies of water.
- 283.2 Material Geotextile Type 2 material shall conform to Section 285.
  - 283.2.1 **Posts -** Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, not less than 4 feet, to ensure adequate embedment while fully supporting the silt fence and shall have sufficient strength to resist damage during installation and support applied loads while in service.
  - 283.2.2 **Support Fence -** All geotextile silt fence shall be supported either externally by wire or other approved mesh to a height of at least 24 inches or by a suitable designed-in support system capable of keeping the material erect. Either method shall be strong enough to withstand applied loads.
  - 283.2.3 **Prefabricated Fence -** Prefabricated fence systems may be used provided they meet all of the above material requirements.

#### 283.3 Construction Requirements - See Attachment A for detailed drawing

- 283.3.1 The contractor shall install temporary silt fence as shown on the plans and at other locations directed by the engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled and the soil compacted over the fabric. Fabric splices with a minimum 6-inch overlay shall be located only at a support post. Any installation method acceptable to the engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.
- 283.3.2 Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.
- 283.3.3 The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.

#### **GEOTEXTILE FABRIC**

- 285.1 **Scope** This specification covers geotextile for use in subsurface drainage, sediment control, erosion control or as a permeable separator.
- 285.2 **Material** Geotextiles shall meet the physical and chemical requirements of AASHTO M 288 for the specified application except as modified herein.

#### 285.2.1 General

- 285.2.1.1 No specific permeability values are required.
- 285.2.1.2 The U. S. Standard sieve number corresponding to the apparent opening size (AOS) shall not exceed 100 for geotextile used in contact with any soil with more than 50 percent passing the No. 200 sieve nor shall the AOS exceed 70 when used between any two dissimilar granular material, less than 50 percent passing the No. 200 sieve, or when used to control movement of fines from a granular backfill through structural joints or into a drain pipe.
- 285.2.1.3 During shipment and storage, geotextiles shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 F, mud, dust and debris.
- 285.2.3 **Type 2, Sediment Control -** Type 2 geotextile is intended for use in supported or non-supported sediment control fencing.

### 285.3 Certification and Acceptance

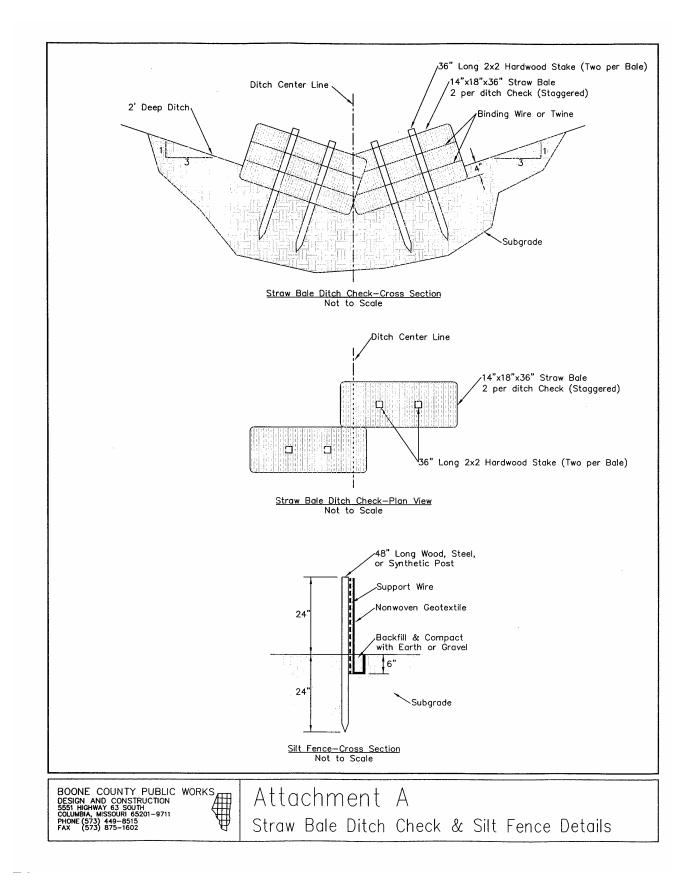
- 285.3.1 The contractor shall furnish a manufacturer's certification to the engineer, for each lot of material furnished stating the name of the manufacturer, the chemical composition of the filaments or yarns and certifying that the material supplied conform to all requirements specified. The certification shall include or have attached typical results of tests from specific lots for all specified requirements.
- 285.3.2 Acceptance of the material will be based on the manufacturer's certification and upon the results of such tests as may be performed by the engineer.

#### SECTION 287 EROSION CONTROL BLANKETS

287.1 **Description** - This work shall consist of furnishing and placing erosion control blankets at locations shown on the plans or as designated by the engineer.

#### 287.2 Materials

- 287.2.1 **Blankets** Blankets shall consist of the following North American Green Products or equal approved by the Engineer.
- 287.3 Biodegradable Blankets S75 BN, S150 BN, SC50 BN and C125 BN
- 287.4 Long Tem Degradable Blankets SC150 Extended-term and C125 Long-term
- 287.5 Turf Reinforcement Mats P300 TRM and C350 TRM
- 287.6 **Composite Reinforcment Mats** SC250 and C350
- 287.7 **Construction Requirements** Blankets shall be installed as per the manufacturer's instructions and shall use materials specified by the manufacturer and approved by the Engineer.





### EXHIBIT A

### 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):**



# **Standard Terms and Conditions**

**ONS Boone County Purchasing**601 E. Walnut, Room 209
Columbia, MO 65201 **Heather Turner, Buyer**Phone: (573) 886-4392 – Fax: (573) 886-4390

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. 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.
- 11. No bid transmitted by fax machine will be accepted.
- 12. 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.
- 13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"No Bid" Response Form

# Boone County Purchasing 601 E. Walnut, Room 209 Columbia, MO 65201

Heather Turner, CPPB, Buyer (573) 886-4392 – Fax: (573) 886-4390

# "NO BID RESPONSE FORM"

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

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

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

# Bid: 58-06JUL06 Erosion Control Term & Supply

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	