



Request for Bid (RFB)

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **22-04JUN20**
Commodity Title: **2020 Mill & Overlay - Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, June 4, 2020**
Time: **11:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Thursday, June 4, 2020**
Time: **11:30 A.M.**
Location / Address: **Boone County Purchasing Department
Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Pre-Bid Meeting – Optional

Day / Date: **Thursday, May 21, 2020**
Time: **11:00 A.M.**
Location / Address: **Tele-Conference
Dial-In Number: 701-801-1211
Access Code: 758-401-651**
The meeting will be conducted by teleconference only. Interested bidders have the option to submit questions in advance and/or to attend the teleconferenced pre-bid meeting.

Questions Submission Deadline

Day / Date: **Friday, May 29, 2020**
Time: **3:00PM**
Contact: **All technical questions must be submitted in writing to Dan Haid, Project Manager, at DHaid@BooneCountyMO.org.**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Anti-Collusion Statement**
- Debarment Certificate**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Standard Terms and Conditions**
- Contractor's Affidavit Regarding Settlement of Claims**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**
- Annual Wage Order No. 26**

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 CLARIFICATION** Questions concerning these specifications should be submitted in writing to the County no later than **May 29, 2020 by 3:00 p.m.** Contact for Bid questions – Robert Wilson – Buyer, Boone County Purchasing Department, 613 E. Ash, **Room 111**, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email Rwilson@boonecountymo.org
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. 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. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **NO GUARANTEE OF WORK** - The quantities and estimates included in this RFB are not a guarantee of work to be done on the ensuing contract. Projects and quantities are subject to change.

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 furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform Mill and Overlay work required of the bid items within.
- 2.1.1. **Asphalt, BP-2, R.A.P.** (Item 4.9.1.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MODOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.
- 2.1.2. **Surface Milling, Asphalt, Contractor Haul-off** (Item 4.9.2.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.3. **Surface Milling, Butt-Joint** (Item 4.9.3.): Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24” on driveways.
- 2.1.4. **Rock Driveway Transitions** (Item 4.9.4.): This item will use compacted 1” minus aggregate to create transitions between new pavement surface and existing gravel driveways.
- 2.1.5. **Temporary Centerline Markers** (Item 4.9.5.): Reflector type temporary centerline markers will be placed on 40’ centers delineating lanes of traffic following a resurfacing project.
- 2.1.6. **Mobilization- Surface Milling** (Item 4.9.6.): This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.9.2., 4.9.9., 4.9.10., and/or 4.9.11. Since generally the same equipment will be used for any of the above mentioned bid items, this mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of bid item 4.9.3., Surface Milling, Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.
- 2.1.7. **Mobilization – Small Quantity** (Item 4.9.7.): This item will be paid to the contractor for each mobilization request (project) if at least one of the following conditions are true:
- 1.) If item 4.9.1. was used and the project required less than 300 tons of item 4.9.1.
 - 2.) the total cost of the project was less than \$20,000.00.
- If neither of these two conditions are true of the project, this mobilization charge will not be paid. The purpose of this item is to pay the contractor for mobilizing for a small project and accounting for all those costs that are generally combined with the cost of items 4.9.1.. For example, (extreme case) the County requests mobilization for installation of 1 ton of asphalt.
- 2.1.8. **Tack Coat, Trackless Tack** (Item 4.9.8.): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material to be used shall be NTQS-1HH (Trackless Tack), SS-1VH, or approved equal. Material shall be applied per manufacturer’s recommendations. Application rate shall be per manufacturer’s recommendation
- 2.1.9. **Surface Milling, Asphalt, County Haul-off** (Item 4.9.9.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.

- 2.1.10. **Surface Milling, Concrete, Contractor Haul-off** (Item 4.9.10.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.11. **Surface Milling, Concrete, County Haul-off** (Item 4.9.11.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.12. **Dig Out Repair, Typical** (Item 4.9.12.): Dig-Out-Repair as shown in attached ‘Dig Out and Repair Detail, Revised 8-16-10’. This repair consists of excavation of existing material to 16 inches below existing surface, replaced with woven geotextile fabric, two 6 inch lifts of compacted 1.5” minus aggregate, one four inch lift of compacted bituminous base to existing pavement surface. See attached detail. If extra depth of asphalt is needed due to planned milling, etc., it will be paid for using Item 4.9.1., removals for typical and extra depth are incidental to this item. Existing pavement may be of asphalt or concrete material.
- 2.1.13. **Dig Out Repair, Asphalt, Hasty** (Item 4.9.13.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing asphalt pavement during paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4-inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.14. **Dig Out Repair, Concrete, Hasty** (Item 4.9.14.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing concrete pavement during paving operations. Contractor will remove unstable concrete pavement and unsuitable base material until stable material is reached. The excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.15. **Restoration** (Item 4.9.15.): This item will typically be used to restore roadside areas that are disturbed due to dig-out repairs. For such dig-out repairs, this item will be paid at 1’ width the entire length of the repair; additional restoration outside of the 1’ width will be contractor’s responsibility.
- 2.1.16. **Tack Coat** (Item 4.9.16): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or approved equal. Material shall be applied per Missouri Standard Specifications for Highway Construction, 2011.
- 2.1.17. **Tack Coat, Vertical Faces** (Item 4.9.17.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.16.. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.
- 2.1.18. **Tack Coat, Trackless Tack, Vertical Faces** (Item 4.9.18.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.8. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.

- 2.1.19. **BP-2, Virgin Unit Price Increase** (Item 4.9.19.): At the County’s discretion, in lieu of the R.A.P. mix used in bid item 4.9.1. it may elect to use a Virgin BP-2 Asphalt mix that meets the requirements below:

Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor must submit a MoDOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.

The use of this item will likely result in an increased cost versus the R.A.P. mix. As such, the contractor shall indicate the amount of increase in unit cost for its use

- 2.1.20. **Additional Work:** (Item 4.11.): Contractor selected for this contract should **submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.

- 2.2. **Scope** – There is no minimum quantity of work expressed or implied associated with this contract. However, the below table shows the work intended to be completed with this contract in 2020.

- 2.2.1. **Intended work: (*Note – This list shows the County’s intended use for this contract at this time and is subject to change. Actual work that is performed may be more or less. No guarantee of quantities is implied.)**

	Asphalt	Surface Milling
2020 Projects	Ton	SY
Old Route A	1,420	110
Old Plank Rd. (N. or Campus Dr. to Smith Hatchery Rd.)	650	450
Christian School Rd.	2,950	0
Grace Ln.	650	1,570
Clellie Harmon Rd.	1,740	0
Total	7,410	2,130

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2020.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.6. **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.
- 2.7. **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 annual quantities or total prices.

2.8. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.

2.9. **SPECIAL PROVISIONS**

2.9.1. **Asphalt Cement Price Index**

2.9.1.1. If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula: $A = (B \times C) \times (D - E)$

2.9.1.2. Where:

A = Adjustment

B = Tons of mix placed

C = % of virgin asphalt binder as listed in the job mix formula

D = monthly price for the month prior to mix placement

E = monthly price for the month prior to bid submission

2.9.1.3. The monthly asphalt prices will be those shown in the Dollar/Ton column of the “Asphalt Price Index” table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT’s website, also currently located at:

http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658

All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 were placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

B = 1,000 C = 5.0% D = 450.00 E = 510.00

$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$

Adjustment = \$3,000 Deduct

Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 were placed during July 2015. 2,000 tons of BP-2 were placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

$$\text{Adjustment} = A_1 + A_2 = 2,250 + 2,700 = \$4,950 \text{ Increase}$$

- 2.9.2. **Warm Mix Asphalt:** The use of Warm Mix Asphalt is allowed as part of this contract. No unit priced deductions will be given for its use.
- 2.9.3. **Vibratory Screed:** Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
- 2.9.4. **Tack Coat:** (Taken from MoDOT Engineering Policy Guide Section 407.1.4)

Application (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd² *(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd² *(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes “tacky” to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have “set” once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours. If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

Tack (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will “blot” the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

Purpose (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

Application Rates (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd² *(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

Products (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

- 2.9.5. When performing Surface Milling operations, Contractor may encounter paving fabric (PetroMat, GlasPave, TruPave, etc.) that was installed as part of prior projects. No additional payment will be made due to such situation.
- 2.9.6. **Traffic Control** - The contractor shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.9.7. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
- 2.9.8. Unless prior authorization is given by the County, Milling operations should be performed within 48 hours prior to placement of asphalt material when applicable.
- 2.10. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application.

- 2.11. **Projects will be inspected by department personnel.**
- 2.12. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MODOT contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.13. **SCHEDULING** – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in July of the current year with an anticipated date when each project will be finished being prepped by Boone County personnel, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to October 1st of the current year but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 Calendar days prior to the beginning of a particular project, unless a shorter amount of time is acceptable to County personnel. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.14. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 26** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.15. **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.
- 2.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of 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.
- 2.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of 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.
- 2.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. 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 Owner. 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.
- 2.16. **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.

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

- 2.17. **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.
- 2.18. **SETTLEMENT OF CLAIMS AFFIDAVIT** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.19. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.19.1. **ACH Payment** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.20. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.21. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.22. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.23. 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.**

- 2.24. 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.
- 2.25. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
 - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
 - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.26. **Payment Bond** – Contractor shall provide the County with a Payment Bond on form provided by County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

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** - The County will evaluate on qualifications and will use the quantities in Section 2.2.1, or current anticipated work list, to evaluate pricing of **Total Major Use** items.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Email Address: _____

4.7. Federal Tax ID: _____

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

4.8. Prompt Payment Terms: _____

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

4.9. PRICING

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	7,420	\$	\$
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	900	\$	\$
4.9.3.	Surface Milling, Concrete, Contractor Haul-off	SY	1240	\$	\$
4.9.4.	Surface Milling, Butt-Joint	SY	335	\$	\$
4.9.5.	Rock Driveway Transitions	Ton	225	\$	\$
4.9.6.	Temporary Centerline Markers	EA	615	\$	\$
4.9.7.	Mobilization: Surface Milling	EA	3	\$	\$
4.9.8.	Mobilization: Small Quantity	EA	1	\$	\$
4.9.9.	Tack Coat, Trackless Tack	SY	134,825	\$	\$
4.9.10.	Dig-Out Repair, Typical	SY	1,535	\$	\$
Total Major Use Items					\$

Minor Use Items			
Item No.	Description	Unit	Unit Price
4.9.11.	Surface Milling, Asphalt, County Haul-off	SY	\$
4.9.12.	Surface Milling, Concrete, County Haul-off	SY	\$
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$
4.9.15.	Restoration	SF	\$
4.9.16.	Tack Coat	SY	\$
4.9.17.	Tack Coat, Vertical Faces	LF	\$
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF	\$

Item Unit Price Increase			
Item No.	Description	Increase to Bid Item for use	Unit Price Increase
4.9.19.	BP-2, Virgin	4.9.1. - Asphalt, BP-2, RAP	\$

Bid Total	\$
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- 4.10. **Optional Asphalt Cement Price Index Provision** (Section 2.9.1.3. of bid document) Failure by the bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Check One:

_____ **ACCEPT**

_____ **DO NOT ACCEPT**

- 4.11. **Additional Work (2.1.20.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

Please attach schedule of equipment / labor rates to bid response.

- 4.12. **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: _____

- 4.13. **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ **YES**

_____ **NO**

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of work performed:

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

- (a) Number of contracts on which default was made: _____
- (b) Description of defaulted contracts and reason therefore:

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of Person Signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____ (Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

(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

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:

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.

BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

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

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

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

Notary Public

(SEAL)

My Commission expires _____, 20_____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

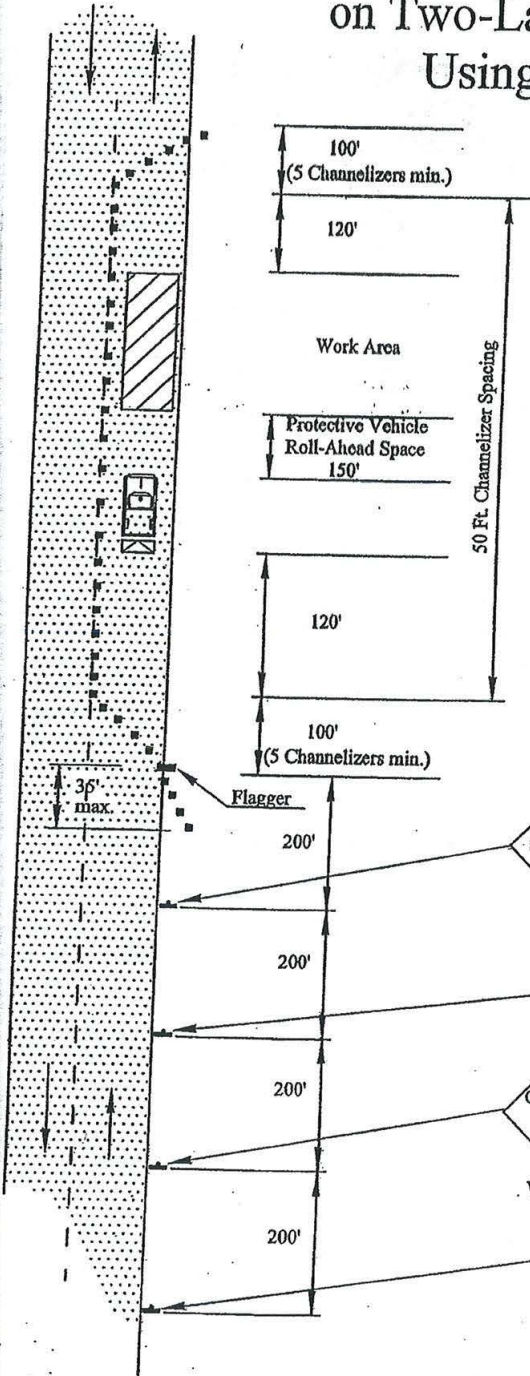
Signature

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

My commission expires _____, 20_____.

Notary Public

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

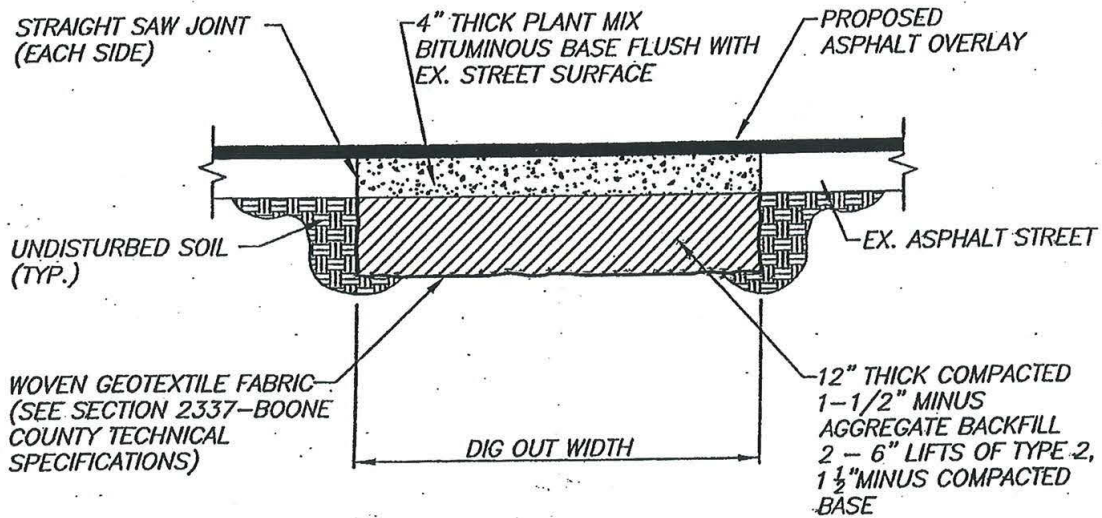
See MUTCD and MODoT Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602

PROJECT No:	
DATE:	3/22/10
SCALE:	Not to Scale
DESIGN BY:	A D
DRAWN BY:	TC
CHECKED BY:	
SHEET 1 OF 1	



Notes:

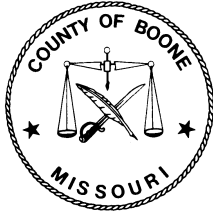
1. Sawcut area designated by Boone County Public Works.
2. Excavate to a Minimum of 16" Depth**
3. Compact Bottom and Place Woven Fabric.
(Mirafi 600X or Approved Equal.)
4. Place Two (2) 6" Lifts of Type 2 , 1 1/2" Minus Compacted Base.
5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
6. Additional Depth shall be backfilled with Type 2 , 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
8. Contractor shall remove and dispose of all materials excavated from the repair area.

** Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10



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

“No Bid” Response Form

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390

NO BID RESPONSE FORM

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

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

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

Bid: 22-04JUN20 – 2020 Mill & Overlay Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

