

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the January Adjourned

Term. 2026

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day the County Commission of the County of Boone does hereby approve the attached K-9 Maintenance Training Agreement between Boone County and Howell County Sheriff's Office.

The terms of the agreement are set out in the attached. The Presiding Commissioner is authorized to sign said agreement.

Done this 4th day of June 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

**AGENCY**

By:

  
\_\_\_\_\_

Printed Name:


MATT ROBERTS  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_

**BOONE COUNTY, MISSOURI**

By:

  
\_\_\_\_\_

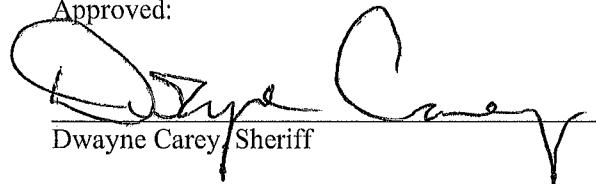
Kip Kendrick, Presiding Commissioner

Attest:

  
\_\_\_\_\_


Brianna L. Lennon, County Clerk

Approved:

  
\_\_\_\_\_

Dwayne Carey, Sheriff

Approved as to legal form:

  
\_\_\_\_\_

CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

  
\_\_\_\_\_

Kyle Rieman, Auditor

Revenue Account  
2570-3569

Exhibit "A"

## INFORMED CONSENT WAIVER AND RELEASE

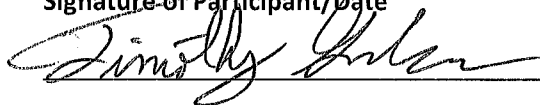
ASSUMPTION OF RISKS: I acknowledge that participation in the \_\_K-9 Maintenance Training\_\_ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 5-26-26

Printed Name of Participant

Timothy Gordon

K9 Handler: Gordon

## K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 26 day of May, 2026, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Howell County Sheriff's Office (Agency):

**WHEREAS**, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

**WHEREAS**, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

**WHEREAS**, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**1. MAINTENANCE TRAINING.** BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twelve (12) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

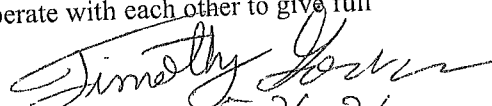
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**3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of One Thousand Four Hundred Dollars (\$1,400.00) for the training contemplated herein, calculated at a rate of \$116.66/session. Agency shall pay one-half, or \$700.00, upon execution of this contract and the remaining one-half, or \$700.00, after six (6) sessions have been completed.

**4. TERM AND TERMINATION.** The term of this Agreement shall begin on the 1st day of May 2026, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$116.66 per session.

**5. MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

**6. FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

  
5-26-26  
K9 Handler: Gordon

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SO AGREED.

AGENCY

By:

  
\_\_\_\_\_

Printed Name:

MATT ROBERTS

Attest:

  
\_\_\_\_\_

BOONE COUNTY, MISSOURI

By:

  
\_\_\_\_\_

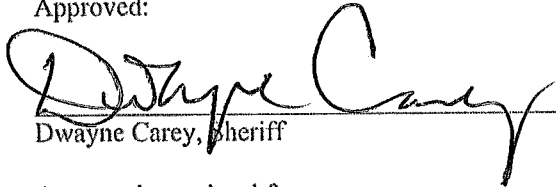
Kip Kendrick, Presiding Commissioner

Attest:

 S.C.O.  
\_\_\_\_\_


Brianna L. Lennon, County Clerk

Approved:

  
\_\_\_\_\_

Dwayne Carey, Sheriff

Approved as to legal form:

  
\_\_\_\_\_

CJ Dykhous, County Counselor

Acknowledged for Budgeting Purposes:

  
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Kyle Rieman, Auditor

Revenue Account  
2570-3569

K9 Handler: Gordon

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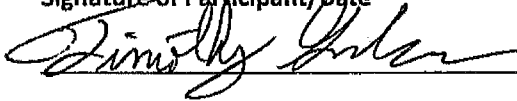
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WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

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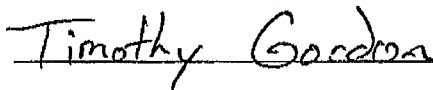
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Signature of Participant/Date



5-26-26

Printed Name of Participant



K9 Handler: Gordon

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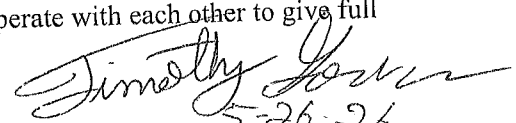
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AGENCY

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\_\_\_\_\_

Printed Name:

MATT ROBERTS  
\_\_\_\_\_

Attest:

  
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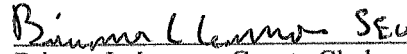
BOONE COUNTY, MISSOURI

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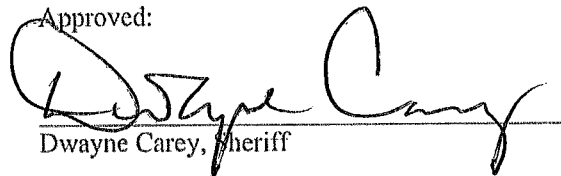
Kip Kendrick, Presiding Commissioner

Attest:

  
\_\_\_\_\_


Brianna L. Lennon, County Clerk

Approved:

  
\_\_\_\_\_

Dwayne Carey, Sheriff

Approved as to legal form:

  
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CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

  
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2570-3569

K9 Handler: Gordon

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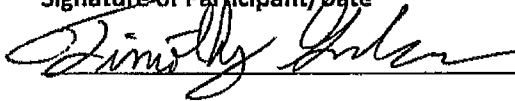
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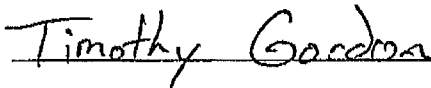
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5-26-26

Printed Name of Participant



K9 Handler: Gordon

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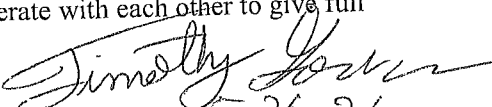
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By:

  
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Printed Name:

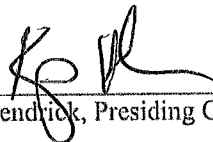
MATT ROBERTS  
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**BOONE COUNTY, MISSOURI**

By:

  
\_\_\_\_\_

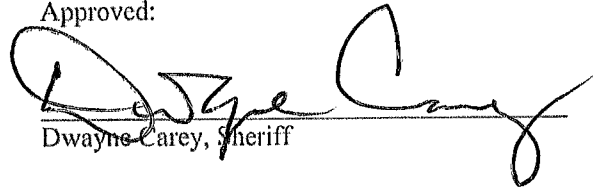
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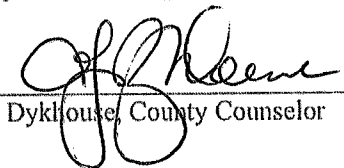
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Approved:

  
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Dwayne Carey, Sheriff

Approved as to legal form:

  
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Acknowledged for Budgeting Purposes:

  
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Kyle Rieman, Auditor

Revenue Account  
2570-3569

K9 Handler: Gordon

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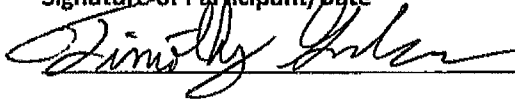
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Printed Name of Participant

Timothy Gordon

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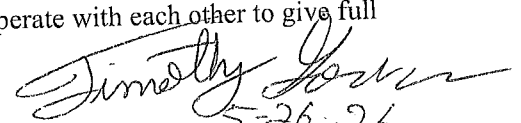
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5-26-26  
K9 Handler: Gordon

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached construction observation agreement with Midwest Engineering, LLC for King Road Bridge #BR0130002.

Terms of the agreement are stipulated in the attached document. It is further ordered that the Presiding Commissioner is hereby authorized to sign the agreement.

Done this 4th day of June 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

Commission Order

Date

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the \_\_\_ day of June, 2026, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Midwest Engineering Group, LLC 201 W Switzler St, Suite 3, Centralia, MO 65240

Project/Work Description: Construction observation and reporting on King Road Bridge #BR0130002.

Proposal Description: Engineering firm will conduct a minimum of twelve (12) specified inspections and provide reports that include, but are not limited to field check of materials, quality of work performed, construction progress, quantities installed and field tests of completed work. Specifics regarding the work to be performed are thoroughly described in the attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$33,500 for the construction observation without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modification to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

MIDWEST ENGINEERING, LLC

BOONE COUNTY, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Presiding Commissioner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
County Clerk

APPROVED:

Certification:

\_\_\_\_\_  
Resource Management Interim Director

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

\_\_\_\_\_  
Auditor Date



May 21, 2026

VIA EMAIL

Boone County Commission  
Boone County Government Center  
801 E. Walnut St., Room 333  
Columbia, MO 65201

MEG PN: 2026-BooneCo-04-004

**RE: Boone County - Remove and Replace Bridge No. 0130002 on King Road over Sugar Creek  
Letter Agreement for Professional Services – Construction Observation**

Thank you for considering Midwest Engineering Group, LLC as "Engineer" to provide professional services to Boone County, Missouri designated as "Owner" in connection with the above listed project. A detailed description of our proposed services is identified in this letter agreement.

Our firm is qualified, ready, and able to provide the needed engineering and support services in accordance with industry standards. Should the Owner desire that Engineer provide Additional Services beyond those that are identified as Basic Services, see our current standard hourly billing rates, which are included in the General Consultant Services Agreement.

Owner agrees to provide all necessary information for the performance of services by Engineer within a reasonable amount of time after it is requested and the Engineer will be given timely access to the project site, as necessary, to complete the agreed upon services.

The following individuals are designated as primary project representatives for Owner and Engineer. These individuals shall be the primary point of contact and shall receive all project correspondence or notices.

Engineer	Owner
Midwest Engineering Group, LLC	Boone County, Missouri
Dustin Berry, P.E.	Jeff McCann, P.E., Chief Engineer
201 W Switzler St, Suite 3	801 E. Walnut Street, Room 315
Centralia, MO 65240	Columbia MO 65201
Phone: 660-676-8202	Phone: 573-886-4478
Email: <a href="mailto:dberry@midwest-engineers.com">dberry@midwest-engineers.com</a>	Email: <a href="mailto:JMcCann@boonecountymmo.org">JMcCann@boonecountymmo.org</a>

This letter agreement, along with the General Consultant Services Agreement of the current year with Owner, represent the entire understanding between Owner and Engineer concerning this project. Should you have questions about this agreement, please contact us so that we may address your concern. If these documents satisfactorily set forth our understanding, please include this agreement with the signed Owner's approval form for this project and return to us. Engineer will schedule and begin performing services after receipt of your signed acceptance of this agreement. We will perform these services with reasonable diligence consistent with sound professional practice. Our proposal is open for acceptance for 60 days from letter agreement date on page 1.

Our compensation for completing services under this agreement will be a comprehensive fee for Basic Services, as described herein, which include reimbursable expenses. Our compensation for completing any Additional Services, also described herein, will accrue on an hourly basis in accordance with our Hourly Rate Schedule, which is included in the General Consultant Services Agreement of the current year, and in effect at the time services are performed, plus reimbursable expenses.

Reimbursable expenses (which are out-of-pocket expenses such as printing, vehicle mileage, delivery charges, title work, filing fees, or application fees, etc.) will be invoiced at actual cost plus ten percent (10%) to cover administrative overhead.

Owner will be invoiced monthly, based on the progress that has occurred in completing the Basic Services and any Additional Services. All invoices are due and payable in accordance with Item 3 of the General Consultant Services Agreement's terms and conditions (T&C). The T&C describes past due date, interest charges for late payment and related matters. The Engineer retains the right to cease performing its services until satisfactory arrangements are made to settle any late account.

We appreciate this opportunity to provide our proposed services and look forward to working with you on this project. If questions should arise after you review this letter, please call me at the phone number identified above.

**SEE "APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES" LETTER FOR APPROVAL SIGNATURES.**

### BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services by and between Owner and Engineer in respect to the "Boone County - Remove and Replace Bridge No. 0130002 on King Road over Sugar Creek". This project includes construction observation for scoped items listed below and from Section 105.10.6.1 of project General Provisions (page GP2).

### SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Engineer will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Engineer's services and Engineer assumes no responsibility to perform any services not specifically listed.

#### Construction Observation:

Hourly Not-to-Exceed Cost: \$33,500.00

1. Provide a construction observer for the construction project to observe periodic progress, major item installations, field check of materials and quality of work for the following items of work:
  - a. Initial layout,
  - b. Removal of existing bridge,
  - c. Utilization of existing low water crossing,
  - d. Foundation excavation/bearing,
  - e. Reinforcing steel placement,
  - f. All concrete operations,
  - g. Fabricated steel (steel) installation,
  - h. Guardrail installation,
  - i. Embankment, backfill and compaction,
  - j. Rock blanket and fabric placement,
  - k. Roadway base and surface placement,
  - l. Finish grading and restoration/seedling.
2. Provide inspection reports for tracking construction progress, tracking quantities installed and field tests conducted for work completed.
  - a. Owner to prepare the contractor pay requests.
  - b. Contractor to provide material and compaction testing.
3. Reimbursable expenses for Construction Observation will be itemized as follows and within Not-to-Exceed Cost shown above.
  - a. Costs plus 10% (printing, shipping, rentals, etc.)
  - b. Current IRS mileage rates
4. Cost breakdown:
  - a. Observation: \$25,100
  - b. Reporting: \$6,700
  - c. Expenses: \$1,700

#### ADDITIONAL SERVICES

If agreed to by the Owner and Engineer, we will provide Additional Services. Additional Services are those not included as part of the Scope of Basic Services and shall be paid for by the Owner in addition to payment for Basic Services, in accordance with Engineer's then current hourly rate schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the Owner and Engineer, typically through an addendum. Costs shown below are estimated, for budgeting purposes only.

Additional Engineering

Budget: \$ Hrly \_\_\_\_\_

1. Hourly per approved Hourly Rate Schedule for additional meetings or changes in above scope of basic services.

Reimbursable Expenses

Budget: \$ \_\_\_\_\_

1. Other Out-of-Pocket Expenses included additional reimbursable expenses due to additional services added to project.

#### EXCLUDED SERVICES

In addition to the Basic Services outlined above, below is an additional list of services the Engineer typically provides when they are deemed necessary or advisable, based on project scope. The Owner has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. At this time, the following services are therefore excluded from this agreement.

Excluded Services include:

Construction Phase services not listed above:

- Material testing,
- Compaction testing,
- Progress meetings.

#### SERVICES and DATA PROVIDED BY OTHERS

Below is a list of services and data that will be provided by other than the Engineer to complete the project. At this time, the following services and data are therefore excluded from this agreement.

N/A

Commission Order 275-2026

Date 06/04/2026

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 4 day of June, 2026, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Midwest Engineering Group, LLC 201 W Switzler St. Suite 3, Centralia, MO 65240

Project/Work Description: Construction observation and reporting on King Road Bridge #BR0130002.

Proposal Description: Engineering firm will conduct a minimum of twelve (12) specified inspections and provide reports that include, but are not limited to field check of materials, quality of work performed, construction progress, quantities installed and field tests of completed work. Specifics regarding the work to be performed are thoroughly described in the attached proposal.

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MIDWEST ENGINEERING, LLC

BOONE COUNTY, MISSOURI

Signed by: [Signature] 472F70FD8A8E446

DocuSigned by: [Signature] 574008C65843404

Title Project Engineer

Presiding Commissioner

Dated: 5/28/2026

Dated: 6/4/2026

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: [Signature] 7071DEA89D7AD0 County Attorney

Signed by: [Signature] 2420827830F148F County Clerk

APPROVED:

Certification:

Signed by: [Signature] 721853122A88008 Resource Management Interim Director

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

DocuSigned by: [Signature] 5/28/2026 Auditor Date



May 21, 2026

Boone County Commission  
 Boone County Government Center  
 801 E. Walnut St., Room 333  
 Columbia, MO 65201

MEG PN: 2026-BooneCo-04-004

VIA EMAIL

**RE: Boone County - Remove and Replace Bridge No. 0130002 on King Road over Sugar Creek  
 Letter Agreement for Professional Services – Construction Observation**

Thank you for considering Midwest Engineering Group, LLC as “Engineer” to provide professional services to Boone County, Missouri designated as “Owner” in connection with the above listed project. A detailed description of our proposed services is identified in this letter agreement.

Our firm is qualified, ready, and able to provide the needed engineering and support services in accordance with industry standards. Should the Owner desire that Engineer provide Additional Services beyond those that are identified as Basic Services, see our current standard hourly billing rates, which are included in the General Consultant Services Agreement.

Owner agrees to provide all necessary information for the performance of services by Engineer within a reasonable amount of time after it is requested and the Engineer will be given timely access to the project site, as necessary, to complete the agreed upon services.

The following individuals are designated as primary project representatives for Owner and Engineer. These individuals shall be the primary point of contact and shall receive all project correspondence or notices.

Engineer	Owner
Midwest Engineering Group, LLC	Boone County, Missouri
Dustin Berry, P.E.	Jeff McCann, P.E., Chief Engineer
201 W Switzler St, Suite 3	801 E. Walnut Street, Room 315
Centralia, MO 65240	Columbia MO 65201
Phone: 660-676-8202	Phone: 573-886-4478
Email: <a href="mailto:dberry@midwest-engineers.com">dberry@midwest-engineers.com</a>	Email: <a href="mailto:JMcCann@boonecountymmo.org">JMcCann@boonecountymmo.org</a>

This letter agreement, along with the General Consultant Services Agreement of the current year with Owner, represent the entire understanding between Owner and Engineer concerning this project. Should you have questions about this agreement, please contact us so that we may address your concern. If these documents satisfactorily set forth our understanding, please include this agreement with the signed Owner’s approval form for this project and return to us. Engineer will schedule and begin performing services after receipt of your signed acceptance of this agreement. We will perform these services with reasonable diligence consistent with sound professional practice. Our proposal is open for acceptance for 60 days from letter agreement date on page 1.

Boone County, Missouri

May 21, 2026

Page 2

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We appreciate this opportunity to provide our proposed services and look forward to working with you on this project. If questions should arise after you review this letter, please call me at the phone number identified above.

**SEE "APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES" LETTER FOR APPROVAL SIGNATURES.**

Boone County, Missouri  
May 21, 2026  
Page 3

### BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services by and between Owner and Engineer in respect to the "Boone County - Remove and Replace Bridge No. 0130002 on King Road over Sugar Creek". This project includes construction observation for scoped items listed below and from Section 105.10.6.1 of project General Provisions (page GP2).

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#### Construction Observation:

**Hourly Not-to-Exceed Cost: \$33,500.00**

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  - a. Initial layout,
  - b. Removal of existing bridge,
  - c. Utilization of existing low water crossing,
  - d. Foundation excavation/bearing,
  - e. Reinforcing steel placement,
  - f. All concrete operations,
  - g. Fabricated steel (steel) installation,
  - h. Guardrail installation,
  - i. Embankment, backfill and compaction,
  - j. Rock blanket and fabric placement,
  - k. Roadway base and surface placement,
  - l. Finish grading and restoration/seeding.
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  - b. Current IRS mileage rates
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  - a. Observation: \$25,100
  - b. Reporting: \$6,700
  - c. Expenses: \$1,700

Boone County, Missouri  
May 21, 2026  
Page 4

**ADDITIONAL SERVICES**

If agreed to by the Owner and Engineer, we will provide Additional Services. Additional Services are those not included as part of the Scope of Basic Services and shall be paid for by the Owner in addition to payment for Basic Services, in accordance with Engineer’s then current hourly rate schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the Owner and Engineer, typically through an addendum. Costs shown below are estimated, for budgeting purposes only.

Additional Engineering Budget: \$ Hrly \_\_\_\_\_

1. Hourly per approved Hourly Rate Schedule for additional meetings or changes in above scope of basic services.

Reimbursable Expenses Budget: \$ \_\_\_\_\_

1. Other Out-of-Pocket Expenses included additional reimbursable expenses due to additional services added to project.

**EXCLUDED SERVICES**

In addition to the Basic Services outlined above, below is an additional list of services the Engineer typically provides when they are deemed necessary or advisable, based on project scope. The Owner has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. At this time, the following services are therefore excluded from this agreement.

Excluded Services include:

Construction Phase services not listed above:

- Material testing,
- Compaction testing,
- Progress meetings.

**SERVICES and DATA PROVIDED BY OTHERS**

Below is a list of services and data that will be provided by other than the Engineer to complete the project. At this time, the following services and data are therefore excluded from this agreement.

N/A

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment #2 to C000001 which assigns contract from Sundvold Financial, LLC to Acrisure Midwest Partners Insurance Services, LLC . The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Terms of the agreement are stipulated in the attached document. It is further ordered that the Presiding Commissioner is hereby authorized to sign the agreement.

Done this 4th day of June 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Michelle Brooks  
Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392

---

TO: Boone County Commission  
FROM: Michelle Brooks  
DATE: May 18, 2026  
RE: Amendment #2 to Contract C00001 (30-27JUN06) – Employee Benefits  
Consultant for Assignment of Contract to Acrisure Midwest Partners  
Insurance Services, LLC

Purchasing requests approval of amendment #2 to Contract C000001 for Employee Benefits Consultant with Sundvold Financial, LLC. The original contract was approved by Commission on August 8, 2006, via Commission Order 313-2006.

Amendment #2 assigns the contract from Sundvold Financial, LLC to Acrisure Midwest Partners Insurance Services, LLC in accordance with the attached Agreement and Consent to Assignment of Contract.

This amendment also updates the contract number from C000001 to C001144 as part of the assignment.

The contract is renewed for the period of June 1, 2026 through May 31, 2027, under the same terms and conditions.

cc: Gary German, Jenna Redel, Angela Wehmeyer, Sara Enyard;  
Health Trust Committee  
Contract File



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- Excluded Individual
- Excluded Entity

Entity Name

e.g. ABC Inc

Acrisure Midwest Partners Insurance Services, LLC

Unique Entity ID

e.g. HTYR9YJHK65L

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- Exclusion Type
- Exclusion Program

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### Limited Liability Company Details as of 5/12/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

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ONLINE](#)

Amended Certificate of Registration of a Foreign LLC

[ORDER COPIES/  
CERTIFICATES](#)

General Information    Filings    Principal Office Address

Name	ACRISURE MIDWEST PARTNERS INSURANCE SERVICES, LLC	Principal Office Address	100 Ottawa Ave SW Grand Rapids, MI 49503-6087
Type	Limited Liability Company	Charter No.	FL001698459
Domesticity	Foreign	Home State	MI
Registered Agent	<u>CSC-LAWYERS INCORPORATING SERVICE COMPANY</u> 221 BOLIVAR STREET JEFFERSON CITY, MO 65101	Status	Active
Date Formed	4/25/2023		
Duration	Perpetual		

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

Commission Order #: 276-2026 Date: 06/04/2026

**CONTRACT AMENDMENT NUMBER TWO  
EMPLOYEE BENEFITS CONSULTANT**

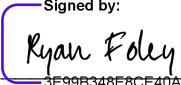
The Agreement **C000001** (30-27JUN06), dated the 8th day of August 2006 made by and between Boone County, Missouri and Sundvold Financial, LLC for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. The contract is hereby assigned from Sundvold Financial, LLC to **Acrisure Midwest Partners Insurance Services, LLC** pursuant to the attached Agreement and Consent Assignment Contract.
2. CHANGE contract number from C000001 to C001144
3. RENEW the contract for the period June 1, 2026 through May 31, 2027
4. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

**ACRISURE MIDWEST PARTNERS  
INSURANCE SERVICES, LLC**

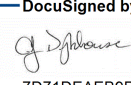
**BOONE COUNTY, MISSOURI**  
By: Boone County Commission


Signed by:  
  
 by 3E99B348E8CE40A...  
 Executive Vice President  
 Title \_\_\_\_\_

Signed by:  
  
2B83ECDD7F6E4A6...  
 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

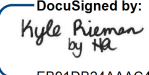
ATTEST:

DocuSigned by:  
  
7D71DEAEB9D74DD...  
 CJ Dykhouse, County Counselor

Signed by:  
  
242B827B32F14BF...  
 Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION:**

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

DocuSigned by:  
  
EB91DB24AAAC49D...  
 Signature \_\_\_\_\_ Date 5/25/2026

6002-71101 Term & Supply

Appropriation Account

**AGREEMENT AND CONSENT  
TO ASSIGNMENT OF CONTRACT  
30-27JUN06 – EMPLOYEE BENEFIT CONSULTANT**

SUNDVOLD FINANCIAL LLC

1000 WEST NIFONG  
BLD 4 SUITE 104  
COLUMBIA, MO 65203

FEIN#: 43-1823054  
(Assignor)

ACRISURE MIDWEST PARTNERS INSURANCE  
SERVICES, LLC

100 OTTAWA AVENUE SW  
GRAND RAPIDS, MI 49503

FEIN #: 92-3581561  
(Assignee)

RE: Contract: 30-27JUN06 – EMPLOYEE BENEFIT CONSULTANT

The Assignor, as named above, assigns the contracts in their entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contracts. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.


The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

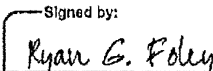
This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

**Sundvold Financial, LLC**

**Acrisure Midwest Partners Insurance  
Services, LLC**

by   
Printed Name: Jon T. Sundvold  
Title: President  
Date: 5/18/26

Signed by:   
by: Ryan G. Foley  
Printed Name: Ryan G. Foley  
Title: EVP and General Counsel  
Date: 5/14/2026 | 11:53 AM EDT



Company ID Number: 375667



Client Company ID Number: 1774070

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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

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

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

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

- a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

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

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

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

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

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

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



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existing employees within 180 days after the election.

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

#### **D. RESPONSIBILITIES OF SSA**

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

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



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

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

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

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

## ARTICLE V SYSTEM SECURITY AND MAINTENANCE

### A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

### C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

#### D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

#### E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

## **F. PENALTIES**

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

## **ARTICLE VI MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

### **B. TERMINATION**

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

## ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Acisure, LLC (Employer) hereby designates and appoint Sterling Infosystems Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

<b>Employer</b>	
Acrisure, LLC	
Name (Please Type or Print) Anaheeta Medhora	Title
Signature Electronically Signed	Date 01/04/2022
<b>E-Verify Employer Agent</b>	
Sterling Infosystems Inc.	
Name (Please Type or Print) Anaheeta Medhora	Title
Signature Electronically Signed	Date 01/04/2022
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/04/2022



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**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name	Acrisure, LLC
Company Facility Address	100 Ottawa AVE South West Grand Rapids, MI 49503
Company Alternate Address	PO BOX 1788 Grand Rapids, MI 49501
County or Parish	KENT
Employer Identification Number	263554645
North American Industry Classification Systems Code	524
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1 site(s)



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MI 1



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

Name Maria Sotelo  
Phone Number 6165411434  
Fax  
Email msotelo@acrisure.com

Name Lindy Bonter  
Phone Number 6162651645  
Fax  
Email lbonter@acrisure.com

Name Sozon Vatikiotis  
Phone Number 6165411500  
Fax  
Email svatikiotis@acrisure.com



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This list represents the first 20 Program Administrators listed for this company.

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

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## 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 offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

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





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the January Adjourned

Term. 2026

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day the County Commission of the County of Boone does hereby approve contract C001149 (116/2025) with Central Fence LLC for Fencing Repairs, Maintenance, and Installation Services. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 4th day of June 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: May 28, 2026  
RE: Cooperative Contract Award: C001149 (City of Columbia Cooperative Contract 116/2025) for Fencing Repairs, Maintenance, and Installation Services with Central Fence LLC

The Purchasing department requests approval of contract C001149 (City of Columbia Cooperative Contract 116/2025) for Fencing Repairs, Maintenance, and Installation Services with Central Fence LLC.

The contract period is July 1, 2026 through June 30, 2027. The contract allows for up to four (4) additional one-year renewals. This is a countywide Term and Supply contract that is used primarily by Resource Management.

cc: Contract File

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## Limited Liability Company Details as of 5/26/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

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ONLINE](#)

Amendment to Articles of Organization

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General Information

Filings

Principal Office Address

	Name(s)	Central Fence LLC	Principal Office Address	
Type	Limited Liability Company		Charter No.	LC001501253
Domesticity	Domestic		Home State	MO
Registered Agent	PICKERING, MARK THOMAS 12115 Highway 28 W Vienna, MO 65582-8187		Status	Active
Date Formed	7/29/2016			
Duration	Perpetual			

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Search

All Words	e.g. 1606N020Q02
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**Filter By**

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**Keyword Search**

For more information on how to use our keyword search, visit our help guide

Simple Search
Search Editor

Any Words (i)

All Words (i)

Exact Phrase (i)

e.g. 123456789, Smith Corp

Classification ▼

Excluded Individual ▼

Excluded Entity ▲

**Entity Name**

e.g. ABC Inc ▼

Central Fence, LLC x

**Unique Entity ID**

e.g. HTYR9YJHK65L ▼

**CAGE / NCAGE**

Enter CAGE/NCAGE Code ▼

Federal Organizations ▼

Exclusion Type ▼

Exclusion Program ▼

**PURCHASE AGREEMENT  
FOR  
FENCING REPAIR, MAINTENANCE, AND INSTALLATION SERVICES  
TERM AND SUPPLY**

**THIS AGREEMENT, C001149**, dated the 4 day of June 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Central Fence LLC**, herein “Contractor.”

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

1. **Contract Documents** - This agreement shall consist of Fencing Repair, Maintenance, and Installation Services, in compliance with all bid specifications and any addenda issued for the City of Columbia contract **116/2025**, Boone County Insurance Requirements, Prevailing Wage Order #32, Work Authorization Certification, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia contract **116/2025**, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the Contractor’s bid response or Contractor’s quote forms.

2. **Contract Duration** - This agreement shall commence on **July 1, 2026 extend through June 30, 2027**. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. **Purchase** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with Fencing Repair, Maintenance and Installation Services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia contract.

4. **Written Estimate** – Within fourteen (14) days after receiving the Request for Services and meeting with the Department Representative, the Contractor shall provide a written “not to exceed” quote. This quote shall include:

- The scope of services;
- The name of the County representative requesting service;
- The job location;
- The estimated number of hours, hourly rate, number and type of employees;
- A list of materials and equipment required;

- The estimated cost;
- The number of days required to complete the project;

5. **Prevailing Wage** - The Contractor agrees they will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

***Prevailing Wage is no longer required for public works projects valued at \$75,000.00 or less. (RSMo Sec. 290.230.5)***

- a. Project cannot be split into smaller projects to circumvent the \$75K threshold.
- b. The \$75K threshold includes all project costs, including all subcontractors and all materials.
- c. If the final bid or a change order is over \$75K, then “only that portion of the project that is in excess of \$75K” is subject to Prevailing Wage. (RSMo Sec. 290.230.7).

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

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

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

**7. OSHA Training – OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the DocuSign Envelope ID: E0E6205C-3D18-4783-944A-AE5E7113CBE7 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.

**8. 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.

**9. Billing and Payment** - All billing shall be invoiced to the ordering Boone County department or office; specific invoice address information should be requested by the Contractor at the time of the order. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper-work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all billing statements within thirty (30) calendar days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year

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

**CENTRAL FENCE LLC**

DocuSigned by:  
 By Tommy Pickering  
 E91CBCF4465045E...

Title Owner

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

Signed by:  
Kip Kendrick  
 2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
C.J. Dykhouse  
 7D71DEAEB9D74DD...

C.J. Dykhouse, County Counselor

ATTEST:

Signed by:  
Brianna L. Lennon  
 242B827B32F14BF...

Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by: <u>Kyle Pieman</u> by KP EB91DB24AAAC49D...	6/2/2026	Countywide -Term & Supply
Signature	Date	Appropriation Account

## **STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, 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 billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
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 Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. 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.
12. 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 advertising from other vendors.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **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.
18. **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.
19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
20. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
21. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

*Revised 01/10/24*

**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.

**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.

**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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**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. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**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. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

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  
5551 S. Tom Bass Road  
Columbia, MO 65201

## 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:

<https://www.e-verify.gov/>

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

<https://www.e-verify.gov/employers>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor 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 the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.





**AFFIDAVIT 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



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 32

Section 010  
**BOONE COUNTY**

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

Original  
Signed by  
Logan Hobbs,

Director  
Division of  
Labor  
Standards

Filed With Secretary of State:

**March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

**Prepared by Missouri Department of Labor and Industrial Relations**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.64
Boilermaker	\$34.21*
Bricklayer-Stone Mason	\$57.33
Carpenter	\$54.00
Lather	
Linoleum Laver	
Millwright	
Pile Driver	
Cement Mason	\$47.94
Plasterer	
Communication Technician	\$60.91
Electrician (Inside Wireman)	\$60.73
Electrician Outside Lineman	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.21*
Glazier	\$57.72
<b>Ironworker</b>	<b>\$72.58</b>
Laborer	\$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.55
Plumber	\$72.49
Pipe Fitter	
Rofer	\$56.44
Sheet Metal Worker	\$58.82
Sprinkler Fitter	\$69.16
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## OVERTIME AND HOLIDAYS

### OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation.

For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### HOLIDAYS

January first;

The last Monday  
in May; July  
fourth;

The first Monday in September;  
November eleventh;

The fourth Thursday in  
November; and December  
twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**CITY CONTRACT # 116/2025**

**Central Fence, LLC**

**FENCING REPAIR, MAINTENANCE AND  
INSTALLATION SERVICES – MULTI  
YEAR**

**City of Columbia  
Columbia, MO 65202**

**CALE TURNER, PURCHASING AGENT  
PURCHASING/5<sup>th</sup> FLOOR  
701 E. BROADWAY  
COLUMBIA, MO 65201**

**CITY OF COLUMBIA CONTRACT FOR  
FENCING REPAIR, MAINTENANCE AND INSTALLATION SERVICES – MULTI YEAR  
CITY OF COLUMBIA CONTRACT NO. 116/2025**

THIS AGREEMENT (hereinafter “Agreement”) by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the “City”, and Central Fence, LLC, a limited liability company organized in the State of Missouri, hereinafter called the “Contractor”, is made and entered into on the date of the last signatory noted below (“Effective Date”). City and Contractor are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the City has determined that it has a need for fencing repair, maintenance and installation services provided on a term and supply basis described in the City’s request for proposals (“RFP”) 116/2025 attached hereto as **Exhibit 1**;

WHEREAS, to meet City’s needs for such services, Contractor submitted Contractor’s Proposal and Pricing (hereinafter “Contractor’s Response”), attached hereto as **Exhibit 8** and made a part of this Agreement; and

WHEREAS, City and Contractor wish to enter into an agreement for Contractor to provide these services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

**1. Definitions:**

- 1.1. “City” shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives. By law, it is the responsibility of the Contractor to confirm that the person acting on behalf of the City has the authority to bind the City.
- 1.2. “Contractor” shall mean the party having entered into Contract to perform the Services herein specified.
- 1.3. “Department Representative” shall mean the authorized representative of the Department for which the Services are to be performed as identified in accordance with this Agreement.
- 1.4. “Services” shall mean the timely provision of services, details of which are further described in this Agreement, in the City’s **RFP**, attached hereto as **Exhibit 1**, and in Contractor’s Response, attached hereto as **Exhibit 8**, both of which are made a part of this Agreement.
- 1.5. “Normal Service Hours” shall mean Services provided between 7:00 a.m. to 4:00 p.m.; Monday through Friday, excluding City recognized holidays.

- 1.6. “Request for Services” shall mean the initial request placed by a representative of the City to the Contractor.
- 1.7. “Project” shall mean work authorized by a purchase order issued pursuant to this Agreement.

2. **PRICING**

- 2.1. **Pricing:** Pricing shall be in accordance with terms of the RFP (**Exhibit 1**) and Contractor’s response to the RFP (**Exhibit 8**).
- 2.2. **Contract Value Not Guaranteed:** As a term and supply contract, the budgeted and appropriated amount is a total amount expendable by the City on all contracts and designated projects, with no minimum value promised to the Contractor. All quantities identified in the RFP are estimates only and no quantity is guaranteed. The Contractor may not be selected for any designated projects and if so would receive no compensation at all.

3. **RESPONSIBILITIES**

- 3.1. **Required Services:** Contractor agrees to perform the Services as described in City’s RFP No. 116/2025, which is attached as **Exhibit 1**, including all exhibits or attachments attached thereto. Contractor agrees to perform the Services in a good and workmanlike manner according to the specifications and plans set forth herein and in any purchase order.
- 3.2. **Delivery of Goods and Materials:** All goods and materials shall be delivered free of charge to the city at the Project location or as directed in the purchase order. All parts and materials supplied by Contractor for a City Project and/or City equipment shall be new and equal to original equipment manufacturer.
- 3.3. **Preservice Meeting:** Upon receiving a Request for Services, Contractor shall meet with the Department Representative at the work site to determine the scope of work for that particular Project. Contractor shall meet with the City’s representative within the same day, or at such an interval or schedule as mutually agreed upon by the contractor and the Department Representative. Any such meeting shall be held during Normal Service Hours.
- 3.4. **Written Estimate:** Within fourteen (14) days after receiving the Request for Services and meeting with the Department Representative, the Contractor shall provide written “not to exceed” estimate. This estimate shall include:
  - The scope of services;
  - The name of City representative requesting service;
  - The job location;

- The estimated number of hours, hourly rate, number and type of employees;
- A list of materials and equipment required;
- The estimated material cost;
- The number of days required to complete the Project;
- A current Certificate of Insurance meeting the requirements of this Agreement; and
- For estimates over \$50,000, a performance bond and labor and material bond in a form attached as **Exhibits 2 and 3**, hereto, or in such form as directed by the Purchasing Agent. **(Note: If the contractor chooses to bid to only do projects that are below the bonding threshold, this bullet point will be deleted and Exhibits 2 and 3 will be marked as reserved.)**

It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates. Work shall only be performed with the City's written authorization by issuance of a purchase order. Cost shall not exceed the contractor's estimate unless approved by the Purchasing Agent based on information that could not be known at the time of the estimate was prepared. If necessary and agreed in writing by the Purchase Agent, work may be phased to allow for a determination of the total scope of the Project, with a separate estimate presented and purchase order issued for each phase.

- 3.5. **Issuance of Purchase Order:** After review and approval of the estimate, the Purchasing Agent may issue a purchase order for the Services. The Purchasing Agent is the only person authorized to issue a purchase order under this Agreement. The City has no financial obligation under this Agreement and under any purchase order until the Purchasing Agent issues a purchase order which is signed by the Purchasing Agent.

**(Note: If the contractor chooses to bid to only do projects that are below the bonding threshold, the following bullet points regarding bonding and prevailing wage will be deleted).** The purchase order shall indicate:

- Whether the total Project cost, including all work by Contractor and other contractors working on other aspects of the Project, is over the Fifty Thousand Dollar (\$50,000.00) bonding threshold as required by § 107.170 RSMo. **For such Projects, Contractor shall provide the bonds to the Purchasing Agent prior to beginning work on the Project.** Surety companies issuing the bonds must be authorized to conduct business in the State of

Missouri, and shall carry a rating of A-6 or better in the A.M. Best or equivalent rating guide; and

- Whether the total Project cost, including all work by Contractor and other contractors working on other aspects of the Project, is over the Seventy-Five Thousand Dollars (\$75,000.00) state prevailing wage threshold.

If prevailing wage applies, the Purchasing Agent shall provide and incorporate the applicable wage order with and into the purchase order.

- 3.6. **Completion Time.** The City may provide a timeframe for completion of any Project when requesting services in the purchase order. That timeframe shall be binding unless a different time is established prior to any work being performed. Any such change in time must be approved in writing by the Purchase Agent to be effective and binding on the City. It is expressly understood and agreed, by and between the Contractor and the City, that the time to complete the work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. No extensions will be granted except in case of additional work requested by the City under a change order.
- 3.7. **Liquidated Damages:** Time is of the essence for Projects authorized in accordance with this Agreement. If a completion time is established for any Project then a deduction of one percent (1%) of the total Project cost per calendar day may be deducted by the City from any amount due or that may become due to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Services within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not the City's exclusive remedy for Contractor's failure to complete the Services in accordance with this Agreement. Specifically, but without limitation, City may exercise any of its default or termination rights under this Agreement under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Services as set forth herein. Permitting Contractor to continue and finish to Services or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.
- 3.8. **Change Orders:** No change order will be effective unless issued in writing by the Purchasing Agent following receipt of a written estimate for the additional work.
- 3.9. **Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. Current standards of

the Occupational Safety and Health Act shall be applied. The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.

- 3.10. **Interference:** All work scheduled by the Contractor shall be planned with the consent of the Department Representative and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.

#### 4. **BILLING AND PAYMENT**

- 4.1. **Documentation of Services Performed:** Contractor shall prepare a LEGIBLE invoice upon completion of each repair or maintenance service. This invoice shall specify, in a legible manner:

- Date(s) of service;
- The type of service performed;
- The name of City representative requesting service;
- The actual number of hours, hourly rate, number and type of employees – No labor costs may be charged except as listed in **Exhibit 8**, as adjusted pursuant to Section 2, above.
- For goods and materials with a price established by in **Exhibit 8**, the unit price for that item as adjusted pursuant to Section 2, above;
- For other goods and materials, the unit price paid by Contractor for any goods and materials, the markup allowed as listed in **Exhibit 8**, and, for any item costing over one hundred (\$100.00) dollars, a copy of the invoice(s) from the supplier;
- Purchase order number;
- Service site;
- City department.

- 4.2. **Requests for Payment:** All invoices shall be submitted to the Department Representative with a copy to:

AccountsPayable@como.gov  
or

City of Columbia  
Finance/Accounts Payable Division  
PO Box 7236  
Columbia, Mo 65205

The payment amount is subject to final determination of work performed at unit prices set forth in **Exhibit 8**, as updated in accordance with Section 2, above. The City will make payment to the Contractor on the basis of work performed by the Contractor less any offsets or deductions authorized in the Agreement or otherwise authorized by law.

- 4.3. **Offsets:** City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
- Unsatisfactory job progress;
  - Defective work;
  - Failure to make payments to subcontractors or suppliers;
  - Reasonable evidence that the Project cannot be completed for the unpaid balance of this purchase order amount;
  - Damage by Contractor or subcontractors or suppliers to property of City or others;
  - Contractor's breach of this Contract; or
  - Contractor's failure to provide requested documentation.
- 4.4. **Time of Payment:** Except as otherwise provided in this paragraph or as otherwise agreed by the Purchasing Agent in writing issued in advance of any work being performed, payments will be made at the conclusion of the Project only. The failure to provide complete information may result in delay of payment. The City will generally make payment within thirty (30) days of receiving an invoice.
- City may, but is not required, to make partial payment to Contractor on the basis of a duly certified payments for materials delivered/stored on a Project site (or other City approved storage site with such written assurances as required by the City). Such partial payment shall be based only upon the actual cost of such materials to Contractor, shall not include any overhead or profit to Contractor and shall not exceed the amount authorized by the purchase order.
- 4.5. **Certification of Contractor Payments: [This paragraph will only be used if bonding or prevailing wage apply]** The requirements in this

paragraph apply if bonding or prevailing wage requirements apply to a Project. Prior to issuance of final payment, and at such other times as requested by the Purchasing Agent, Contractor shall, by affidavit, certify to the Purchasing Agent that all bills and claims properly due and chargeable against the Services have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates, if applicable. Contractor, by this affidavit, shall release the City of Columbia from all further claims. The certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Project as set forth in **Exhibit 4** to the City along with any and all other completed affidavits and forms set forth in this Agreement with Contractor's request for final payment for the Project. The acceptance by Contractor of the final payment for the Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Agreement; further, the acceptance by Contractor of final payment for the Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Agreement.

- 4.6. **Payment Constitutes Complete Compensation:** Payment of the final invoiced amount on any Project shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in this Agreement and the purchase order for the Project. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the work shall be paid for outside of or in addition to the amounts allowed under this Agreement.

## 5. DEPARTMENT REPRESENTATIVE

- 5.1. **The Role of the Department Representative:** The Department Representative acts as a liaison between the City and the Contractor for the purpose of obtaining answers and direction regarding the Contractor's performance of this Agreement and purchase orders issued under this Agreement. Where the terms of this Agreement or an attachment or exhibit thereto requires approval of the City, it will be the responsibility of the Department Representative to provide that approval or to arrange for review by the appropriate City employee in order to obtain that approval, assuming that the Services are acceptable.

The Department Representative has no authority to alter, add to, or delete any terms of this Agreement, including terms contained in any attachment or exhibit. Modifications to this Agreement are only effective if executed in the same manner as this Agreement.

- 5.2. **Department Representative appointed with issuance of Purchase Order:** The Department Representative shall be appointed by the Purchasing Agent with the issuance of the purchase order, or, if no person is appointed, the

Purchasing Agent shall act as Department Representative. The City may change the Department Representative by giving notice of that change as provided in this Agreement.

## 6. TERM AND TERMINATION

- 6.1. **Term:** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be renewable for up to four (4) successive one (1) year terms upon agreement of both parties. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 6.2. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this Agreement in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the good or services provided under the Agreement are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
- 6.3. **Termination Due To Non-Appropriation:** Any and all obligations in this Agreement which impose any financial obligations on the City are conditioned upon there being sufficient, unencumbered funds appropriated for that purpose. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City budget decisions are subject to the discretion of the city council. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- 6.4. **Termination for Convenience:** The performance of work under this Agreement may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Agent will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination is effective. After receipt of a termination letter the Contractor shall:
- Stop work on the Agreement on the date and to the extent specified in the letter.

- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Agreement not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

## 7. PREVAILING WAGE

7.1. **Prevailing Wage:** For Projects over Seventy Five Thousand Dollars (\$75,000.00), the Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

7.1.1. **Higher wages allowed:** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

7.1.2. **Records:** The Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and the City. The payroll records shall not be destroyed or removed from the State of Missouri for at least one year after completion of the work.

7.1.3. **Notices:** A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.(290.265 RSMo.)

7.1.4. **Penalty:** Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to the City on whose behalf the contract is made or awarded one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any work done under said contract, by Contractor or by any subcontractor, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 RSMo committed in the course of the execution of the contract, and, when making payments to the Contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340 RSMo. It shall be lawful for any contractor to

withhold from any subcontractor sufficient sums to cover any penalties withheld by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340 RSMo, and if payment has already been made, the contractor may recover from the subcontractor the amount of the penalty in a suit at law.

- 7.1.5. **Affidavit of compliance:** After completion of the Project and before final payment can be made under this Agreement for the Project, the Contractor and each subcontractor must file with the City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. **Exhibit 5** is to be used for this purpose.
- 7.1.6. **Wage determination:** During the life of this Agreement, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the City, nor will deductions be made by the City against sums due the Contractor by reason of any such change.

## 8. WARRANTIES

- 8.1. **Contractor's Warranty:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail. The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City of any Project covered by this Agreement, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the City, shall become necessary during such period.
- 8.2. **Remedies for Breach of Contractor's Warranty:** The City may give written notice of defects or nonconformance to the Contractor. Such notice shall state that either (a) the contractor shall correct any defective or nonconforming materials or services, or (b) the City does not require correction.
  - 8.2.1. **Correction or reperformance:** If contractor is required to correct or re-perform, it shall be at no cost to the City, and any materials or services corrected or re-performed by the contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed.
    - 8.2.1.1. Unless extended in writing by the purchase Agent, the Contractor shall undertake with due diligence to begin the repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary and to complete the work as expeditiously as possible. If the Contractor should neglect to begin such repairs or

replacements within this period, or, in case of emergency, where in the judgment of the Department Representative, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to the Contractor.

- 8.2.1.2. If despite Contractor's reasonable efforts, a non-conforming service cannot be re-performed, Contractor shall refund or credit monies paid by City for the non-conforming Service.
- 8.2.2. **Adjustment of contract price:** If the City does not require correction or re-performance, the Purchasing Agent shall make the equitable adjustment in the Project price. If that adjustment is made after payment, the Contractor shall refund or credit monies paid by City for the non-conforming Service.
- 8.2.3. **Remedies not limited:** Nothing in this Agreement limits the remedies available to the City for a breach of any obligation under this Agreement, including a breach of warranty. In the event of a breach by Contractor, City shall have full power and authority, without impairing the obligations of this Agreement or any bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor, and Contractor's surety if applicable, shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's bond surety shall be liable and shall pay to City the amount of such excess
- 8.3. **Manufacturer Warranties:** Should a warranty for parts or labor be offered by a manufacturer or re-manufacturer or in the Contractor's Bid Response, the manufacturer's or re-manufacturer's warranty shall apply. Contractor hereby transfers the manufacturer's warranty to the City and shall provide copies of the warranties to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in a purchase order, Contractor shall install the equipment or goods in the manner set forth by the manufacturer. No parts, accessories, or supplies shall be used which might void a manufacturer's warranty.
- 8.4. **Use and Warranty of Rebuilt Parts:** The use of rebuilt assemblies or subassemblies carrying the same warranty as a new assembly may be used only if authorized IN WRITING by a City representative. Contractor is prohibited from

using rebuilt assemblies or subassemblies carrying a lesser warranty as a new assembly.

## 9. CONTRACTOR'S INSURANCE

- 9.1. **Insurance Required:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the execution of any Project the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII. The City may, at any time, request the submission of a certificate of insurance or actual policies as proof of compliance with this section or the Agreement.
- 9.1.1. **Workers' compensation & employer's liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- 9.1.2. **Commercial general liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- 9.1.3. **Business auto liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- 9.1.4. **Use of umbrella policies:** 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 City 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.
- 9.1.5. **Additional insureds:** The City of Columbia, its elected officials and employees are to be Additional Insured as to Commercial Liability Insurance

and Business Auto Liability Insurance with respect to the Project to which these insurance requirements pertain. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

- 9.1.6. **No waiver of immunities:** The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- 9.1.7. **Contract termination:** Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- 9.1.8. **No assumption of liability:** The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

## 10. MISCELLANEOUS

- 10.1. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.
- 10.2. **Cooperative Purchasing:** Contractor agrees to allow other governmental and public entities in the Mid-Missouri Public Purchasing Cooperative to use the rates specified in this Agreement for similar work.
- 10.3. **Permits:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances, rules, regulations, and laws of the city, county, state, and nation as apply to the work.

- 10.4. **Patents:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
- 10.5. **Discharge of Employees:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by the Contractor and replaced by an employee with proper qualifications.
- 10.6. **Assignment of Contract:** No assignment by the Contractor of this Agreement or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the City and the Surety (if there is a Surety) has been given due notice of such assignment in writing. In addition to the usual recitals in assignment Contracts, the following language must be set forth:
- “It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”
- 10.7. **Subcontracting:** No part of the work covered by this Agreement shall be sublet by the Contractor without the prior written approval of the Purchasing Agent. The Contractor shall file with the Department Representative and the Purchasing Agent a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing as soon as subcontracts are made. Contractor shall assure that any subcontractor performing work under this Agreement at the direction of Contractor shall file a “Final Receipt of Payment and Release” form, a copy of which is attached as **Exhibit 6**. This completed form shall be submitted to the City along with application for final payment on any project.
- 10.8. **Equal Opportunity:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal and state law, and Contractor shall comply with federal, state and local laws related to Equal Opportunity.
- 10.9. **Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.
- 10.10. **Americans with Disabilities Act:** Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves the Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this

Contract involves construction work, the Project(s) when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

- 10.11. **Discrimination Prohibited:** Contractor shall comply with Article III of Chapter 12 of the City's Code of Ordinances, and with any state or federal laws or regulations relating to unlawful employment practices in connection with any work to be performed pursuant to this contract. Contractor shall include this obligation of compliance in its contracts with subcontractors on this project.
- 10.12. **Specifications and Drawings:** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Department Representative access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Department Representative, who shall promptly provide a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Department Representative shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
- 10.13. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
- 10.14. **Construction Safety Program Requirements:** Unless waived in writing by the Purchasing Agent, Contractor shall comply with the following requirements:
  - 10.14.1. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the Project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the Project are required to complete the program within sixty (60) days of beginning work on the Project.
  - 10.14.2. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the Project.

- 10.14.3. Contractor shall require all subcontractors to observe the construction safety program requirements of this section.
- 10.14.4. Pursuant to Sec. 292.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this Agreement, all sums and amounts due and owing CITY as a result of any violation of this section.
- 10.15. **Employment of Unauthorized Aliens Prohibited:** 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.
- 10.15.1. As a condition for the award of this Agreement, 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. 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. The form of the Work Authorization Affidavit is set forth in **Exhibit 7**.
- 10.15.2. 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.
- 10.16. **No Waiver of Immunities:** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 10.17. **Amendment:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 10.18. **Governing Law and Venue:** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this

Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

10.19. **General Laws:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

10.20. **Missouri Anti-Discrimination against Israel Act:** To the extent required by Missouri Revised Statute Section 34.600, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.21. **Notices:** The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**If to City:**

City of Columbia  
Finance Department  
P.O. Box 6015  
Columbia, Mo. 65205  
Attn: Purchasing Agent Cale Turner

**If to Contractor:**

Central Fence, LLC  
10621 HWY 28 Spur  
Vienna, MO 65582  
Attn: Tommy Pickering

With a copy to the Department Representative.

10.22. **Contract Documents:** The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference. All references herein to any exhibit shall include all exhibits and attachments attached thereto without the necessity of any further reference.

Exhibit	Description
1	City's Request for Proposal
2	Performance Bond Form
3	Labor and Materials Bond Form
4	Contractor's Affidavit for Final Payment

- 5 Affidavit of Compliance with Prevailing Wage Law
- 6 Final Receipt of Payment and Release
- 7 Work Authorization Affidavit
- 8 Contractor's Proposal and Pricing Dated May 14, 2026

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any exhibit, the terms of the documents control in the order listed above. In the event of a conflict between the terms of this Agreement, including exhibits, and any purchase order issued pursuant to this agreement, the terms of this Agreement and its exhibits prevail.

- 10.23. **Counterparts and Electronic Signatures:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- 10.24. **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the Parties relative to the Project herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor's services described herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**CITY OF COLUMBIA, MISSOURI**

E-SIGNED by Cale Turner  
BY: on 2026-05-25 20:41:17 GMT  
Cale Turner, Purchasing Agent

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**R.T.**

E-SIGNED by Nancy Thompson  
By: on 2026-05-22 22:16:41 GMT  
Nancy Thompson, City Counselor

This award is made on a need basis and does not obligate the City to pay any specific amount. The availability of funds for specific purchases will be determined as the City places its order, with certification made at that time within the amounts previously budgeted.

E-SIGNED by Matthew Lue  
on 2026-05-21 15:21:26 GMT  
Matthew Lue, Director of Finance

CONTRACTOR: CENTRAL FENCE, LLC

BY: 

PRINTED NAME: Tony Pic kering

TITLE: Owner

DATE: 5-19-2025

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

# **EXHIBIT 1**

## **City's Request for Proposal**

### **Excluding:**

Performance Bonds – Included as Exhibit 2

Labor and Materials Bonds – Included as Exhibit 3

Contractor's Affidavit for Final Payment – Included as Exhibit 4

Contractor's Affidavit of Compliance with Prevailing Wage – Included as Exhibit 5

Final Receipt of Payment and Release – Included as Exhibit 6

Work Authorization Affidavit – Included as Exhibit 7

Sample Agreement



**SOLICITATION NO.:** 116/2025  
**BUYER:** Michelle Sorensen  
**PHONE NO.:** (573) 874-6317  
**E-MAIL:** [Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)

**TITLE:** Fencing Services – Multi Year

**ISSUE DATE:** April 15, 2026

**RETURN PROPOSAL NO LATER THAN:** May 15, 2026 AT 5:00 PM CENTRAL TIME (END DATE)

**OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY’S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5<sup>th</sup> Floor) by the return proposal date and time.

(U.S. Mail)	(Courier Service)
<b>RETURN PROPOSAL TO:</b> CITY OF COLUMBIA PURCHASING PO BOX 6015 COLUMBIA MO 65205	or CITY OF COLUMBIA PURCHASING 701 E. BROADWAY, 5 <sup>th</sup> FLOOR COLUMBIA MO 65201

**CONTRACT PERIOD:** Effective Date of Contract through completion and acceptance of project

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**City of Columbia, Parks and Recreation Department  
 Various Locations  
 Columbia, MO 65202**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

**SIGNATURE REQUIRED**

<b>OFFEROR NAME</b>
<b>MAILING ADDRESS</b>
<b>CITY, STATE, ZIP CODE</b>

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

**1. INTRODUCTION AND GENERAL REQUIREMENTS**

**INTRODUCTION:**

This document constitutes a request for competitive, sealed proposals for new installation, repair and maintenance of fencing projects for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- Introduction and General Information
- Scope of Work and Technical Specifications
- Proposal Submission Information
- Pricing Page(s)
- Exhibits A – G
- Attachment 1 – Department of Labor Wage Order # 32
- Attachment 2 – Performance, Labor and Material Bond Forms
- Attachment 3 - Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

**SCHEDULE OF ACTIVITIES:**

DATE	ACTIVITY
May 7, 2026	Close of written <i>Requests for Additional Information</i>

May 11, 2026	Written responses to <i>Requests for Additional Information</i> sent to all
May 15, 2026	Responses for the Request for Proposal is due by 5:00 p.m. CST
July 1, 2026	Contract Start Date
The above dates are target dates and may change.	

**PROPOSAL SUBMISSION:**

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City’s E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters “**RFP 116/2025 – FENCING SERVICES**”.

**QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:**

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB – Procurement Officer  
 Phone: 873-874-6317  
 E-mail: [Michelle.Sorensen@COMO.gov](mailto:Michelle.Sorensen@COMO.gov)

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia’s official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on May 15, 2026.

**VALIDITY OF PROPOSALS:**

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

**REJECTION OF PROPOSALS:**

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

**WITHDRAWAL OF PROPOSALS:**

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

**ALTERATION OF SOLICITATION:**

The wording of the City of Columbia’s solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

**RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

**INCURRING COSTS:**

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

**COLLUSION CLAUSE:**

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

**FUNDS:**

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

**COOPERATIVE PROCUREMENT:**

The contractor shall provide demolition services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the specifications stated herein. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the City of Columbia bears no financial responsibility for any payments due the contractor by such governmental entities.

**PREVAILING WAGE REQUIREMENTS:**

Pursuant to sections 290.210 to 290.340 RSMo, including the latest amendments thereto and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMo (projects over seventy-five thousand (\$75,000.00) dollars). Offeror shall include in pricing all requirements to pay all workers on the project prevailing wage per the Missouri Division of Labor Standards Annual Wage Order No 32, attached as Attachment 1.

Certified payroll shall be submitted to the City of Columbia, Purchasing Division every seven (7) days after the first submission. If contractor has a week with no work being completed, certified payroll shall be submitted for that week titled "no work." Certified payroll shall be an original signature (ink). No emailed or faxed certified payroll shall be accepted.

**PERFORMANCE AND LABOR BONDS:**

Offeror on a public improvement project costing more than fifty thousand dollars (\$50,000.00) shall provide in their offer, pricing for performance and payment bonds, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price. Pursuant to Sections 22-71 and 22-72. Contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract." The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. Performance, Labor and Materials bond shall be required from the contractor once upon award of the contract, Attachment 2.

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):**

Contractor shall provide OSHA cards to the Purchasing Division for any and all personnel working on project within seven (7) calendar days from project start date. If additional personnel is added, their cards shall be submitted within three (3) calendar days of presence on project.

**AMERICANS WITH DISABILITIES ACT (ADA):**

Contractor shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government' programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services. Title IV, requires closed captioning of federally funded public service announcements. [www.dol.gov/general/topic/disability/ada](http://www.dol.gov/general/topic/disability/ada).

**CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:**

If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

**STATE OF ISRAEL:**

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, contractor hereby certifies that company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**ADDENDUMS:**

Addenda shall be issued and posted through the City's E Bidding website at [www.como.gov/finance/vendors/bid-solicitations/](http://www.como.gov/finance/vendors/bid-solicitations/) and American Document Solutions <https://www.adsplanroom.net/> if applicable.

**AWARD DOCUMENTS:**

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

**TERMS AND CONDITIONS/SAMPLE CONTRACT:**

The sample contract is attached as Attachment 3. Please review the terms and conditions set forth in the sample contract. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 3, the offeror shall specifically include the exceptions in its proposal on vendor letterhead.

**2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS**

**PERIOD OF SERVICE:**

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. The contract shall not bind, nor purport to bind, the city for any contractual commitment in excess of the original contract period. The Purchasing Division shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Purchasing Division exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: Pricing shall remain firm for the first year of the contract from the date of award.

After the end of the first year, the pricing may be changed only once per year for the following reasons:

A: An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase contractor's profit.

B: All written requests for increase's shall include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least thirty (30) calendar days prior to the scheduled increase/decrease of renewal of contract.

Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the contractor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the contract shall notify the vendor of said decline.

In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the city determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the City may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

**Time of Completion:** Contractor shall complete all work within the number of calendar days specified in the applicable Purchase Order or Notice to Proceed for each project.

**Liquidated Damages:** If the Contractor fails to complete the work within the specified time, the Contractor shall pay the City liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each day of delay beyond the completion date.

**Bidder Acknowledgment: I, the undersigned, acknowledge and agree to the Time of Completion and Liquidated Damages as stated herein.**

**Signature:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Contract Period: The original contract period shall be as stated in the agreement, contract, or Notice of Award. This contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period.

In no event shall the term of the contract or agreement exceed five (5) years and six (6) months, per City Ordinance.

**SUBCONTRACTORS:**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the City and to ensure that the City is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit D in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

**SCOPE OF SERVICES:**

The City is seeking a contractor for miscellaneous fencing projects, which may include new install, maintenance and repair projects including but not limited to the types of fencing listed. Projects will be at various locations and used by all departments within the City. Materials may be provided by the City, or contractor may need to supply using line item 8.

**Contractor shall comply with the following requirements, at a minimum:**

Contractor shall furnish all required materials (if not provided by the City), equipment and tools; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents. Missouri Sales and Use Tax are not to be included in this pricing.

When the contractor is on a project site and has agreed to travel to an additional (s) site, an additional mobilization/service fee shall not be charged to the City for any added project.

Contractor shall begin normal work assignments within five (5) working days of notice. Work shall be completed within the hours of 7:00am – 5:00pm unless other arrangements have been made with a City representative.

Emergency work is not expected but may be needed. If an emergency should occur, contractor shall contact City representative within one (1) hour of notification to establish urgency of call. If determined a City emergency, Contractor shall be on project site within four (4) additional hours.

Contractor is responsible for all measurements and time frames when providing pricing for the project.

Contractor shall park, stage all materials, tools, equipment, etc. in an area approved by the City representative. The City shall not be responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.

Contractor shall meet with the City Representative at the work site to determine the scope of work for that particular project. The contractor shall provide the City with a written, not to exceed estimate that shall include the Scope of Services, department and name of City Representative requesting service and project location.

Contractor shall be responsible for providing, placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time while contractor is performing work under this contract. Contractor shall take all necessary steps to assure proper safety while performing work under this contract.

Contractor shall be solely responsible for locating all existing underground utilities etc, in advance of digging, excavating or trenching, if needed. contractor shall call 1-800-DIG-RITE in accordance with Missouri One Call requirements.

Contractor shall be responsible for repair of any accidental damage to City and/or private property. The contractor, at no charge to the City, shall complete all restoration of any accidental facility damage, caused by the contractor's activities.

Contractor shall conduct cleaning during progress of work and at the completion of the work. It is the contractor's responsibility to remove construction debris from the site and to obtain waste receptacles as required.

Cleaning and disposal operations shall comply with codes, ordinances, regulations and antipollution laws.

If the contractor fails to clean up during construction or at the completion of the work, the City may do so and the cost thereof shall be charged to the contractor.

Contractor shall remove mud, dirt, trash and hose down all paved areas including but not limited to streets, sidewalks driveways and hose down as needed and/or required.

## **TECHNICAL SPECIFICATIONS:**

### **Fence Types**

Wood Fence may consist of:

- Two rail wood fences
- Three rail wood fences
- Five rail wood fences
- Five cross rail wood fences
- Three rail wood privacy fences with pickets
- Posts

Chain link fence may be from three (3) feet to twenty-four (24) feet tall and may consist of:

- Galvanized Chain Link Fence
- Black Vinyl Chain Link Fence
- Posts

Barb wire fence may consist of:

- Three (3) to five (5) strands
- Stretched above installed chain link

Woven Wire fence may consist of:

- Various gauges of wire
- Various heights
- Wood posts may be various heights, diameters and treatment

**RFP 116/2025 – Fencing Repair and Installation – Multi Year**

- “T” posts may be various heights, gauges and colors (finishes such as galvanized)

Steel or Wrought Iron fence may consist of:

- Posts, with caps
- Rails
- Pickets

Gates may consist of:

- Double Drive
- Pro Slide/Roll
- Three (3) to six (6) foot chain link, wood, steel or wrought iron

Install of fence may include:

- Core into existing concrete slab
- Core into existing concrete footing
- “Post Set” to set and install posts

Install and/or repair of motorized gate openers may include:

- Ten (10) foot to twenty (20) foot slide gates

Miscellaneous may include:

- Privacy Slats
- Tension Bars
- Hinges
- Ties
- Concrete Curb
- Mow Strip

Bracing on all types of fence and corners

**Contractor shall comply with the following requirements, at a minimum:**

- Occupational Safety and Health Administration guidelines (OSHA) at [www.OSHA.com](http://www.OSHA.com)
- Americans with Disabilities Act (ADA) at [www.dol.gov/general/topic/disability/ada](http://www.dol.gov/general/topic/disability/ada)
- All land disturbances activities shall be in accordance with chapter 12A of the City of Columbia Code Ordinances [www.como.gov/community.../ErosionControlPolicy\\_4-11-16.pdf](http://www.como.gov/community.../ErosionControlPolicy_4-11-16.pdf). City of Columbia general land disturbance permit is #MOR10032.

### **3. PROPOSAL SUBMISSION INFORMATION**

#### **SUBMISSION OF PROPOSALS:**

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

#### **COMPETITIVE NEGOTIATION OF PROPOSALS:**

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

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

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

#### **EVALUATION AND AWARD PROCESS:**

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Cost	60 points
Offeror’s Experience, Reliability, Expertise of Personnel, and Method of Performance	40 points
<b>TOTAL</b>	<b>100 points</b>

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

**EVALUATION OF COST:**

Pricing – The offeror must provide pricing for line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed prices from line items 1-6 stated on the Pricing Page. Estimated quantities shall be used as a multiplier to show a higher weighted score for frequently used services.

Line items 7 - 26 shall be evaluated subjectively with the Offerors Experience, Reliability, Expertise of Personnel, and Method of Performance

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (60)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

**EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:**

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

**Personnel Expertise** - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

**Personnel Qualifications** - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

**Licenses** - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

**Subcontractors Proposed** - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

**Miscellaneous Submittal Information:**

**Affidavit of Work Authorization and Documentation** - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

**Business Compliance** - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

Certificate of authority to transact business/certificate of good standing (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g., professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

**4. PRICING PAGE**

The offeror shall provide a firm, fixed price for fencing services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract.

Line Item	Description	Qty	Unit	Unit Cost	Non-Prevailing Pricing - Total	Unit Cost	Prevailing Wage Pricing - Total
1	<b>Foreman</b>						
1.1	Straight Time	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
1.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
1.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
2	<b>Laborer</b>						
2.1	Straight Time	10	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
2.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
2.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
3	<b>Operator</b>						
3.1	Straight Time	5	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
3.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
3.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
4	<b>Iron Worker</b>						
4.1	Straight Time	4	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
4.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
4.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
5	<b>Carpenter</b>						
5.1	Straight Time	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
5.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
5.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____

6	<b>Truck Driver</b>							
6.1	Straight Time	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	
6.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	
6.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____	
<b>Performance, Labor and Materials Bonds for projects over \$50,000.00 Threshold</b>								
7	Administration and Bonding costs per projects over \$50,000.00 – <b>This percentage shall remain FIXED through the life of the contract.</b>				_____ %			
<b>Miscellaneous Pricing</b>								
8	Materials supplied by the Contractor shall be at their catalog price plus a percentage. Freight shall be at Contractors cost and shall not be subject to markup. Indicate percentage markup over Contractors catalog price. <b>This price shall remain FIXED through the life of the contract.</b>				_____ %			
9	Percentage Markup for rental equipment over contractor rental price. A copy of contractor invoice shall be submitted with project billing. <b>This percentage shall remain FIXED through the life of the contract</b>				_____ %			
10	Traffic Control per day. <b>This price shall remain FIXED through the life of the contract</b>				\$ _____			
11	Mobilization to project from home base. <b>This price shall remain FIXED through the life of the contract</b>				\$ _____			

Equipment - Pricing shall include Operator					
Line Items	Description	Qty	Per Hour Pricing	Pricing for half day	Pricing for Full Day
12	Mini Excavator > or equal to 50 HP	1			
13	Mini Excavator < 50 HP	1			
14	Skid steer loader > or equal to 75 HP	1			
15	Skid steer loader < 75 HP	1			
16	Dump truck (7 ton)	1			
17	Dump truck (15 ton)	1			
18	Service Truck	1			
19	Trencher	1			
20	Attachment – Post hole Digger	1			
21	Attachment - Tamper	1			
22	Attachment - Backhoe	1			
23	Other -	1			
24	Other -	1			
25	Other -	1			
26	Other -	1			

**EXHIBIT A**

**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <ul style="list-style-type: none"> <li>✓ What the offeror did</li> <li>✓ How the offeror did it</li> <li>✓ Results</li> <li>✓ Additional Detail</li> </ul>	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

**EXHIBIT C**

**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

**Staffing Methodology**

Describe the person's planned duties/role proposed herein:	
--	--

**List of Projects and Roles Completed**

Describe the projects worked by the individual and the specific role:	
---	--

**EXHIBIT D**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror’s proposal.

*~ Copy This Form For Each Subcontractor Proposed ~*

**This Section To Be Completed by Subcontractor:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Name of Subcontractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ MBE/WBE/DBE

Certification # \_\_\_\_\_

MBE/WBE/DBE (or attach copy of certification)

Certification

Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the subcontractor*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Subcontractor*

\_\_\_\_\_  
*Date*  
*(Dated no earlier than*  
*the RFP issuance date)*

**EXHIBIT E**

**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Offeror should provide sample of their current certificate of insurance showing the ability to meet the City of Columbia’s requirements including limit and additionally insured requirements.

Offeror should indicate if the City's terms and conditions stated in sample contract attachment if applicable can be met.

Offeror should show ability to do business in the State of Missouri by registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

**EXHIBIT G**

**MISCELLANEOUS INFORMATION**

**Employee/Conflict of Interest:**

<p>Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:</p>	
<p>If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:</p>	<p>_____ %</p>

**Registration of Business Name (if applicable) with the Missouri Secretary of State**

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p><i>Charter Number (if applicable)</i></p>	<p><i>Company Name</i></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	

# **EXHIBIT 2**

## Performance Bond Form

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a corporation organized under the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and  
firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of  
\_\_\_\_\_ (\$) for the payment whereof Contractor and  
Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, entered into Contract with  
Owner for: \_\_\_\_\_, in accordance with specifications  
prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

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

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

- a. Complete the Contract in accordance with its terms and conditions, or
- b. Obtain a bid for submission to Owner for completing the Contract in accordance with  
its terms

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Missouri Representative

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

# **EXHIBIT 3**

## **Labor and Materials Bond Form**

## LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal

process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

- ii. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- iii Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

\_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

# **EXHIBIT 4**

Contractor's Affidavit for Final Payment

**AFFIDAVIT FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

\_\_\_\_\_  
Contractor                                      Address                                      City                                      State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, covering work to be performed and material to be furnished for:

\_\_\_\_\_  
Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

\_\_\_\_\_ DOLLARS,  
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

\_\_\_\_\_  
Contractor

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_,  
State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

# **EXHIBIT 5**

## **Affidavit of Compliance with Prevailing Wage Law**

**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)  
\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Company Name)

a (Corporation), (Partnership), (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 Annual Wage Order No. \_\_\_\_\_ issued by the Missouri Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in carrying out the Contract and work in connection with:

\_\_\_\_\_  
(Name of Project)  
located at \_\_\_\_\_ in  
\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
(Notary Public)

## **EXHIBIT 6**

Final Receipt of Payment and Release

**FINAL RECEIPT OF PAYMENT AND RELEASE**

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

\_\_\_\_\_ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with \_\_\_\_\_, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

\_\_\_\_\_  
(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# **EXHIBIT 7**

## Work Authorization Affidavit

CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Maries )  
 )SS.  
State of Missouri )

My name is Tommy Pickering. I am an authorized agent of Central Force LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

  
\_\_\_\_\_

Affiant

Tommy Pickering  
\_\_\_\_\_

Printed Name

Personally appeared before me, a Notary Public, within and for the County of


Maries,


State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 20<sup>th</sup> day of May, 2024.

My Commission expires April 7, 2027.

LINDSEY SHANKS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Maries County  
My Commission Expires: April 7, 2027  
ID #19440760

  
(Notary Public) Lindsey Shanks

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Menu ☰

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## My Company

# My Company Profile

## Company Information

### Company Name

Cental Fence LLC

### Doing Business As (DBA)

---

### Company ID

1192107

### Enrollment Date

05/02/2017

### Employer ID Number

813396369

### DUNS Number

080491870

### Total Number of Employees

1 to 4

### NAICS Code

238

### Sector

8/9/2021

My Company Profile | E-Verify

Construction

**Subsector**

Specialty Trade Contractors

**Edit Company Information**

## Employer Category

**Employer Category**

None of these categories apply

**Edit Employer Category**

## Company Locations

**Physical Address**

12450 Hwy 28 W  
Vienna, MO 65582

**Mailing Address**

Same as Physical Address

**Edit Company Locations**

## Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

## **EXHIBIT 8**

Contractor's Proposal and Pricing Dated May 14, 2026



SOLICITATION NO.: 116/2025  
 BUYER: Michelle Sorensen  
 PHONE NO.: (573) 874-6317  
 E-MAIL: [Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)

TITLE: Fencing Services – Multi Year

ISSUE DATE: April 15, 2026

RETURN PROPOSAL NO LATER THAN: May 15, 2026 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5<sup>th</sup> Floor) by the return proposal date and time.

	(U.S. Mail)	(Courier Service)
RETURN PROPOSAL TO:	CITY OF COLUMBIA PURCHASING or	CITY OF COLUMBIA PURCHASING
	PO BOX 6015	701 E. BROADWAY, 5 <sup>th</sup> FLOOR
	COLUMBIA MO 65205	COLUMBIA MO 65201

CONTRACT PERIOD: Effective Date of Contract through completion and acceptance of project

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Parks and Recreation Department  
 Various Locations  
 Columbia, MO 65202

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME <i>Central Face LLC</i>
MAILING ADDRESS <i>10621 Hwy 28 spur</i>
CITY, STATE, ZIP CODE <i>V.anna MO 65582</i>

CONTACT PERSON <i>Tommy Pickering</i>	EMAIL ADDRESS <i>centralfacellc@gmail.com</i>
PHONE NUMBER <i>573-680-0410</i>	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE <i>5-14-26</i>
PRINTED NAME <i>Tommy Pickering</i>	TITLE <i>Owner</i>

**1. INTRODUCTION AND GENERAL REQUIREMENTS**

**INTRODUCTION:**

This document constitutes a request for competitive, sealed proposals for new installation, repair and maintenance of fencing projects for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- Introduction and General Information
- Scope of Work and Technical Specifications
- Proposal Submission Information
- Pricing Page(s)
- Exhibits A – G
- Attachment 1 – Department of Labor Wage Order # 32
- Attachment 2 – Performance, Labor and Material Bond Forms
- Attachment 3 - Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

**SCHEDULE OF ACTIVITIES:**

DATE	ACTIVITY
May 7, 2026	Close of written <i>Requests for Additional Information</i>

May 11, 2026	Written responses to <i>Requests for Additional Information</i> sent to all
May 15, 2026	Responses for the Request for Proposal is due by 5:00 p.m. CST
July 1, 2026	Contract Start Date
The above dates are target dates and may change.	

**PROPOSAL SUBMISSION:**

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City’s E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters “**RFP 116/2025 – FENCING SERVICES**”.

**QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:**

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB – Procurement Officer  
 Phone: 873-874-6317  
 E-mail: [Michelle.Sorensen@COMO.gov](mailto:Michelle.Sorensen@COMO.gov)

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia’s official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on May 15, 2026.

**VALIDITY OF PROPOSALS:**

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

**REJECTION OF PROPOSALS:**

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

**WITHDRAWAL OF PROPOSALS:**

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

**ALTERATION OF SOLICITATION:**

The wording of the City of Columbia’s solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

**RESPONSE MATERIAL OWNERSHIP:**

**RFP 116/2025 – Fencing Repair and Installation – Multi Year**

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All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

**INCURRING COSTS:**

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

**COLLUSION CLAUSE:**

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

**FUNDS:**

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

**COOPERATIVE PROCUREMENT:**

The contractor shall provide demolition services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the specifications stated herein. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the City of Columbia bears no financial responsibility for any payments due the contractor by such governmental entities.

**PREVAILING WAGE REQUIREMENTS:**

Pursuant to sections 290.210 to 290.340 RSMo, including the latest amendments thereto and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMo (projects over seventy-five thousand (\$75,000.00) dollars). Offeror shall include in pricing all requirements to pay all workers on the project prevailing wage per the Missouri Division of Labor Standards Annual Wage Order No 32, attached as Attachment 1.

Certified payroll shall be submitted to the City of Columbia, Purchasing Division every seven (7) days after the first submission. If contractor has a week with no work being completed, certified payroll shall be submitted for that week titled "no work." Certified payroll shall be an original signature (ink). No emailed or faxed certified payroll shall be accepted.

**PERFORMANCE AND LABOR BONDS:**

Offeror on a public improvement project costing more than fifty thousand dollars (\$50,000.00) shall provide in their offer, pricing for performance and payment bonds, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price. Pursuant to Sections 22-71 and 22-72. Contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract." The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. Performance, Labor and Materials bond shall be required from the contractor once upon award of the contract, Attachment 2.

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):**

Contractor shall provide OSHA cards to the Purchasing Division for any and all personnel working on project within seven (7) calendar days from project start date. If additional personnel is added, their cards shall be submitted within three (3) calendar days of presence on project.

**AMERICANS WITH DISABILITIES ACT (ADA):**

Contractor shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government's programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services. Title IV, requires closed captioning of federally funded public service announcements. [www.dol.gov/general/topic/disability/ada](http://www.dol.gov/general/topic/disability/ada).

**CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:**

If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

**STATE OF ISRAEL:**

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, contractor hereby certifies that company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**ADDENDUMS:**

Addenda shall be issued and posted through the City's E Bidding website at [www.como.gov/finance/vendors/bid-solicitations/](http://www.como.gov/finance/vendors/bid-solicitations/) and American Document Solutions <https://www.adsplanroom.net/> if applicable.

**AWARD DOCUMENTS:**

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

**TERMS AND CONDITIONS/SAMPLE CONTRACT:**

The sample contract is attached as Attachment 3. Please review the terms and conditions set forth in the sample contract. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 3, the offeror shall specifically include the exceptions in its proposal on vendor letterhead.

**2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS**

**PERIOD OF SERVICE:**

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. The contract shall not bind, nor purport to bind, the city for any contractual commitment in excess of the original contract period. The Purchasing Division shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Purchasing Division exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: Pricing shall remain firm for the first year of the contract from the date of award.

After the end of the first year, the pricing may be changed only once per year for the following reasons:

A: An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase contractor's profit.

B: All written requests for increase's shall include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least thirty (30) calendar days prior to the scheduled increase/decrease of renewal of contract.

Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the contractor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the contract shall notify the vendor of said decline.


In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the city determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the City may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

**Time of Completion:** Contractor shall complete all work within the number of calendar days specified in the applicable Purchase Order or Notice to Proceed for each project.

**Liquidated Damages:** If the Contractor fails to complete the work within the specified time, the Contractor shall pay the City liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day for each day of delay beyond the completion date.

**Bidder Acknowledgment:** I, the undersigned, acknowledge and agree to the Time of Completion and Liquidated Damages as stated herein.

Signature: 

Name/Title: Tommy Pickering

Date: 5-14-26

Contract Period: The original contract period shall be as stated in the agreement, contract, or Notice of Award. This contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period.

In no event shall the term of the contract or agreement exceed five (5) years and six (6) months, per City Ordinance.

**SUBCONTRACTORS:**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the City and to ensure that the City is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit D in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

**SCOPE OF SERVICES:**

The City is seeking a contractor for miscellaneous fencing projects, which may include new install, maintenance and repair projects including but not limited to the types of fencing listed. Projects will be at various locations and used by all departments within the City. Materials may be provided by the City, or contractor may need to supply using line item 8.

**Contractor shall comply with the following requirements, at a minimum:**

Contractor shall furnish all required materials (if not provided by the City), equipment and tools; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents. Missouri Sales and Use Tax are not to be included in this pricing.

When the contractor is on a project site and has agreed to travel to an additional (s) site, an additional mobilization/service fee shall not be charged to the City for any added project.

Contractor shall begin normal work assignments within five (5) working days of notice. Work shall be completed within the hours of 7:00am – 5:00pm unless other arrangements have been made with a City representative.

Emergency work is not expected but may be needed. If an emergency should occur, contractor shall contact City representative within one (1) hour of notification to establish urgency of call. If determined a City emergency, Contractor shall be on project site within four (4) additional hours.

Contractor is responsible for all measurements and time frames when providing pricing for the project.

Contractor shall park, stage all materials, tools, equipment, etc. in an area approved by the City representative. The City shall not be responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.

Contractor shall meet with the City Representative at the work site to determine the scope of work for that particular project. The contractor shall provide the City with a written, not to exceed estimate that shall include the Scope of Services, department and name of City Representative requesting service and project location.

Contractor shall be responsible for providing, placement of harricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time while contractor is performing work under this contract. Contractor shall take all necessary steps to assure proper safety while performing work under this contract.

Contractor shall be solely responsible for locating all existing underground utilities etc, in advance of digging, excavating or trenching, if needed. contractor shall call 1-800-DIG-RITE in accordance with Missouri One Call requirements.

Contractor shall be responsible for repair of any accidental damage to City and/or private property. The contractor, at no charge to the City, shall complete all restoration of any accidental facility damage, caused by the contractor's activities.

Contractor shall conduct cleaning during progress of work and at the completion of the work. It is the contractor's responsibility to remove construction debris from the site and to obtain waste receptacles as required.

Cleaning and disposal operations shall comply with codes, ordinances, regulations and antipollution laws.

If the contractor fails to clean up during construction or at the completion of the work, the City may do so and the cost thereof shall be charged to the contractor.

Contractor shall remove mud, dirt, trash and hose down all paved areas including but not limited to streets, sidewalks driveways and hose down as needed and/or required.

## **TECHNICAL SPECIFICATIONS:**

### **Fence Types**

Wood Fence may consist of:

- Two rail wood fences
- Three rail wood fences
- Five rail wood fences
- Five cross rail wood fences
- Three rail wood privacy fences with pickets
- Posts

Chain link fence may be from three (3) feet to twenty-four (24) feet tall and may consist of:

- Galvanized Chain Link Fence
- Black Vinyl Chain Link Fence
- Posts

Barb wire fence may consist of:

- Three (3) to five (5) strands
- Stretched above installed chain link

Woven Wire fence may consist of:

- Various gauges of wire
- Various heights
- Wood posts may be various heights, diameters and treatment

**RFP 116/2025 – Fencing Repair and Installation – Multi Year**

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- “T” posts may be various heights, gauges and colors (finishes such as galvanized)

Steel or Wrought Iron fence may consist of:

- Posts, with caps
- Rails
- Pickets

Gates may consist of:

- Double Drive
- Pro Slide/Roll
- Three (3) to six (6) foot chain link, wood, steel or wrought iron

Install of fence may include:

- Core into existing concrete slab
- Core into existing concrete footing
- “Post Set” to set and install posts

Install and/or repair of motorized gate openers may include:

- Ten (10) foot to twenty (20) foot slide gates

Miscellaneous may include:

- Privacy Slats
- Tension Bars
- Hinges
- Ties
- Concrete Curb
- Mow Strip

Bracing on all types of fence and corners

**Contractor shall comply with the following requirements, at a minimum:**

- Occupational Safety and Health Administration guidelines (OSHA) at [www.OSHA.com](http://www.OSHA.com)
- Americans with Disabilities Act (ADA) at [www.dol.gov/general/topic/disability/ada](http://www.dol.gov/general/topic/disability/ada)
- All land disturbances activities shall be in accordance with chapter 12A of the City of Columbia Code Ordinances [www.como.gov/community.../ErosionControlPolicy\\_4-11-16.pdf](http://www.como.gov/community.../ErosionControlPolicy_4-11-16.pdf). City of Columbia general land disturbance permit is #MOR10032.

### 3. PROPOSAL SUBMISSION INFORMATION

#### SUBMISSION OF PROPOSALS:

**On-line Proposal** - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

**Hard Copy Proposal** - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

**Recycled Products** - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

**Open Records** - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

#### **COMPETITIVE NEGOTIATION OF PROPOSALS:**

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

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

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

#### **EVALUATION AND AWARD PROCESS:**

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Cost	60 points
Offeror’s Experience, Reliability, Expertise of Personnel, and Method of Performance	40 points
<b>TOTAL</b>	<b>100 points</b>

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

**EVALUATION OF COST:**

Pricing – The offeror must provide pricing for line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed prices from line items 1-6 stated on the Pricing Page. Estimated quantities shall be used as a multiplier to show a higher weighted score for frequently used services.

Line items 7 - 26 shall be evaluated subjectively with the Offerors Experience, Reliability, Expertise of Personnel, and Method of Performance

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (60)} = \text{Assigned Cost Points}$$

The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The City of Columbia makes no guarantee regarding the accuracy of the quantities stated nor does the City of Columbia intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

**EVALUATION OF OFFEROR’S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:**

Experience and reliability of the offeror and expertise of the offeror’s personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror’s organization, information documenting the offeror’s experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror’s organization on Exhibit A.

~~Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.~~

As part of the evaluation process, the City of Columbia may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

**Personnel Expertise** - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

**Personnel Qualifications** - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

**Licenses** - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

**Subcontractors Proposed** - The offeror must either provide a properly completed Exhibit D. Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

**Miscellaneous Submittal Information:**

**Affidavit of Work Authorization and Documentation** - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

**Business Compliance** - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**4. PRICING PAGE**

The offeror shall provide a firm, fixed price for fencing services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract.

Line Item	Description	Qty	Unit	Unit Cost	Non-Prevailing Pricing - Total	Unit Cost	Prevailing Wage Pricing - Total
1	<b>Foreman</b>						
1.1	Straight Time	1	Per Hour	\$ <u>34.50</u>	\$ <u>34.50</u>	\$ <u>69.00</u>	\$ <u>69.00</u>
1.2	Overtime	1	Per Hour	\$ <u>51.75</u>	\$ <u>51.75</u>	\$ <u>103.50</u>	\$ <u>103.50</u>
1.3	Emergency/Holiday	1	Per Hour	\$ <u>103.50</u>	\$ <u>103.50</u>	\$ <u>207.00</u>	\$ <u>207.00</u>
2	<b>Laborer</b>						
2.1	Straight Time	10	Per Hour	\$ <u>28.75</u>	\$ <u>28.75</u>	\$ <u>69.00</u>	\$ <u>69.00</u>
2.2	Overtime	1	Per Hour	\$ <u>43.13</u>	\$ <u>43.13</u>	\$ <u>103.50</u>	\$ <u>103.50</u>
2.3	Emergency/Holiday	1	Per Hour	\$ <u>86.25</u>	\$ <u>86.25</u>	\$ <u>207.00</u>	\$ <u>207.00</u>
3	<b>Operator</b>						
3.1	Straight Time	5	Per Hour	\$ <u>34.50</u>	\$ <u>34.50</u>	\$ <u>66.00</u>	\$ <u>66.00</u>
3.2	Overtime	1	Per Hour	\$ <u>51.75</u>	\$ <u>51.75</u>	\$ <u>99.00</u>	\$ <u>99.00</u>
3.3	Emergency/Holiday	1	Per Hour	\$ <u>103.50</u>	\$ <u>102.50</u>	\$ <u>198.00</u>	\$ <u>198.00</u>
4	<b>Iron Worker</b>						
4.1	Straight Time	4	Per Hour	\$ <u>28.75</u>	\$ <u>28.75</u>	\$ <u>97.75</u>	\$ <u>97.75</u>
4.2	Overtime	1	Per Hour	\$ <u>43.13</u>	\$ <u>43.13</u>	\$ <u>146.63</u>	\$ <u>146.63</u>
4.3	Emergency/Holiday	1	Per Hour	\$ <u>86.25</u>	\$ <u>86.25</u>	\$ <u>195.50</u>	\$ <u>195.50</u>
5	<b>Carpenter</b>						
5.1	Straight Time	1	Per Hour	\$ <u>n/a</u>	\$ <u>n/a</u>	\$ <u>n/a</u>	\$ <u>n/a</u>
5.2	Overtime	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____
5.3	Emergency/Holiday	1	Per Hour	\$ _____	\$ _____	\$ _____	\$ _____

6	<b>Truck Driver</b>							
6.1	Straight Time	1	Per Hour	\$ <u>30</u>	\$ _____	\$ _____	\$ _____	
6.2	Overtime	1	Per Hour	\$ <u>45</u>	\$ _____	\$ _____	\$ _____	
6.3	Emergency/Holiday	1	Per Hour	\$ <u>90</u>	\$ _____	\$ _____	\$ _____	
<b>Performance, Labor and Materials Bonds for projects over \$50,000.00 Threshold</b>								
7	Administration and Bonding costs per projects over \$50,000.00 – <b>This percentage shall remain FIXED through the life of the contract.</b>				<u>10</u> %			
<b>Miscellaneous Pricing</b>								
8	Materials supplied by the Contractor shall be at their catalog price plus a percentage. Freight shall be at Contractors cost and shall not be subject to markup. Indicate percentage markup over Contractors catalog price. <b>This price shall remain FIXED through the life of the contract.</b>				<u>20</u> %			
9	Percentage Markup for rental equipment over contractor rental price. A copy of contractor invoice shall be submitted with project billing. <b>This percentage shall remain FIXED through the life of the contract</b>				<u>0</u> %			
10	Traffic Control per day. <b>This price shall remain FIXED through the life of the contract</b>				\$ <u>2000</u>			
11	Mobilization to project from home base. <b>This price shall remain FIXED through the life of the contract</b>				\$ <u>1500</u>			

Equipment - Pricing shall include Operator					
Line Items	Description	Qty	Per Hour Pricing	Pricing for half day	Pricing for Full Day
12	Mini Excavator > or equal to 50 HP	1	80	320	640
13	Mini Excavator < 50 HP	1	80	320	640
14	Skid steer loader > or equal to 75 HP	1	80	320	640
15	Skid steer loader < 75 HP	1	80	320	640
16	Dump truck (7 ton)	1	80	320	640
17	Dump truck (15 ton)	1	95	380	760
18	Service Truck	1	90	360	720
19	Trencher	1	80	320	640
20	Attachment – Post hole Digger	1	80	320	640
21	Attachment - Tamper	1	80	320	640
22	Attachment - Backhoe	1	80	320	640
23	Other -	1			
24	Other -	1			
25	Other -	1			
26	Other -	1			

**EXHIBIT A**

**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> <u>Central Fence LLC</u> (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company/Client:	<u>Bill Sullivan</u>
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	<u>314-280-0505</u>
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	<u>On going + current</u>
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	<u>Install Fence</u>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

**EXHIBIT C**

**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

**Staffing Methodology**

Describe the person's planned duties/role proposed herein:	
--	--

**List of Projects and Roles Completed**

Describe the projects worked by the individual and the specific role:	
---	--

**EXHIBIT D**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Subcontractor Proposed ~

**This Section To Be Completed by Subcontractor:**

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Name of Subcontractor: Central Fence LLC


Contact Name:	<u>Tommy Pickering</u>	Email:	<u>centralfencellc@gmail.com</u>
Address:	<u>10621 Hwy 28 spur</u>	Phone #:	<u>573-680-0410</u>
City:	<u>Viviana MO</u>	Fax #:	_____
State/Zip:	<u>65582</u>	MBE/WBE/DBE Certification #	<u>_____</u>
		MBE/WBE/DBE Certification	(or attach copy of certification)
		Expiration Date:	<u>_____</u>

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the subcontractor) have agreed to provide:

All Fence installation & repairs

**Authorized Signature:**

  
Authorized Signature of Subcontractor

5-14-26  
Date  
(Dated no earlier than the RFP issuance date)

**EXHIBIT E**

**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Offeror should provide sample of their current certificate of insurance showing the ability to meet the City of Columbia's requirements including limit and additionally insured requirements.

Offeror should indicate if the City's terms and conditions stated in sample contract attachment if applicable can be met.

Offeror should show ability to do business in the State of Missouri by registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

City has on file

**EXHIBIT F****NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>



**EXHIBIT G**

**MISCELLANEOUS INFORMATION**

**Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo. regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	_____%

**Registration of Business Name (if applicable) with the Missouri Secretary of State**

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<b><i>Charter Number (if applicable)</i></b>	<b><i>Company Name</i></b>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

RFP 116/2025 – Fencing Repair and Installation – Multi Year

ATTACHMENT 1

MISSOURI DEPARTMENT OF LABOR, WAGE ORDER 32

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 32

Section 010  
**BOONE COUNTY**

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

Original Signed by \_\_\_\_\_

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.61
Boilermaker	\$34.21*
Bricklayer-Stone Mason	\$57.33
Carpenter	\$54.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$47.94
Plasterer	
Communication Technician	\$60.91
Electrician (Inside Wireman)	\$60.73
Electrician Outside Lineman	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.21*
Glazier	\$57.72
Ironworker	\$72.58
Laborer	\$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.55
Plumber	\$72.49
Pipe Fitter	
Roofer	\$56.44
Sheet Metal Worker	\$58.82
Sprinkler Fitter	\$69.16
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## OVERTIME and HOLIDAYS

### OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh.  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

RF# 116/2025 Fencing Repair and Installation – Multi Year

ATTACHMENT 2

PERFORMANCE, LABOR AND MATERIAL BOND FORMS

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
\_\_\_\_\_

a corporation organized under the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and  
firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of  
\_\_\_\_\_ (\$) for the payment whereof Contractor and  
Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, entered into Contract with  
Owner for: \_\_\_\_\_, in accordance with specifications  
prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

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

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

- a. Complete the Contract in accordance with its terms and conditions, or
- b. Obtain a bid for submission to Owner for completing the Contract in accordance with  
its terms

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Missouri Representative

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

**LABOR & MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal

process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

- ii. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - iii. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

\_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

RFP 116/2025 – Fencing Repair and Installation – Multi Year

ATTACHMENT 3

SAMPLE CONTRACT

**CITY OF COLUMBIA CONTRACT FOR  
FENCING REPAIR, MAINTENANCE AND INSTALLATION SERVICES – MULTI YEAR  
CITY OF COLUMBIA CONTRACT NO. 116/2025**

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City", and \_\_\_\_\_, a \_\_\_\_\_ organized in the State of Missouri, hereinafter called the "Contractor", is made and entered into on the date of the last signatory noted below ("Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the City has determined that it has a need for fencing repair, maintenance and installation services provided on a term and supply basis described in the City's request for proposals ("RFP") 116/2025 attached hereto as **Exhibit 1**;

WHEREAS, to meet City's needs for such services, Contractor submitted Contractor's Proposal and Pricing (hereinafter "Contractor's Response"), attached hereto as **Exhibit 8** and made a part of this Agreement; and

WHEREAS, City and Contractor wish to enter into an agreement for Contractor to provide these services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

**1. Definitions:**

- 1.1. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives. By law, it is the responsibility of the Contractor to confirm that the person acting on behalf of the City has the authority to bind the City.
- 1.2. "Contractor" shall mean the party having entered into Contract to perform the Services herein specified.
- 1.3. "Department Representative" shall mean the authorized representative of the Department for which the Services are to be performed as identified in accordance with this Agreement.
- 1.4. "Services" shall mean the timely provision of services, details of which are further described in this Agreement, in the City's **RFP**, attached hereto as **Exhibit 1**, and in Contractor's Response, attached hereto as **Exhibit 8**, both of which are made a part of this Agreement.
- 1.5. "Normal Service Hours" shall mean Services provided between 7:00 a.m. to 4:00 p.m.; Monday through Friday, excluding City recognized holidays.

- 1.6. "Request for Services" shall mean the initial request placed by a representative of the City to the Contractor.
- 1.7. "Project" shall mean work authorized by a purchase order issued pursuant to this Agreement.

## 2. PRICING

- 2.1. **Pricing:** Pricing shall be in accordance with terms of the RFP (**Exhibit 1**) and Contractor's response to the RFP (**Exhibit 8**).
- 2.2. **Contract Value Not Guaranteed:** As a term and supply contract, the budgeted and appropriated amount is a total amount expendable by the City on all contracts and designated projects, with no minimum value promised to the Contractor. All quantities identified in the RFP are estimates only and no quantity is guaranteed. The Contractor may not be selected for any designated projects and if so would receive no compensation at all.

## 3. RESPONSIBILITIES

- 3.1. **Required Services:** Contractor agrees to perform the Services as described in City's RFP No. 116/2025, which is attached as **Exhibit 1**, including all exhibits or attachments attached thereto. Contractor agrees to perform the Services in a good and workmanlike manner according to the specifications and plans set forth herein and in any purchase order.
- 3.2. **Delivery of Goods and Materials:** All goods and materials shall be delivered free of charge to the city at the Project location or as directed in the purchase order. All parts and materials supplied by Contractor for a City Project and/or City equipment shall be new and equal to original equipment manufacturer.
- 3.3. **Preservice Meeting:** Upon receiving a Request for Services, Contractor shall meet with the Department Representative at the work site to determine the scope of work for that particular Project. Contractor shall meet with the City's representative within the same day, or at such an interval or schedule as mutually agreed upon by the contractor and the Department Representative. Any such meeting shall be held during Normal Service Hours.
- 3.4. **Written Estimate:** Within fourteen (14) days after receiving the Request for Services and meeting with the Department Representative, the Contractor shall provide written "not to exceed" estimate. This estimate shall include:
  - The scope of services;
  - The name of City representative requesting service;
  - The job location;

- The estimated number of hours, hourly rate, number and type of employees;
- A list of materials and equipment required;
- The estimated material cost;
- The number of days required to complete the Project;
- A current Certificate of Insurance meeting the requirements of this Agreement; and
- For estimates over \$50,000, a performance bond and labor and material bond in a form attached as **Exhibits 2 and 3**, hereto, or in such form as directed by the Purchasing Agent. **(Note: If the contractor chooses to bid to only do projects that are below the bonding threshold, this bullet point will be deleted and Exhibits 2 and 3 will be marked as reserved.)**

It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates. Work shall only be performed with the City's written authorization by issuance of a purchase order. Cost shall not exceed the contractor's estimate unless approved by the Purchasing Agent based on information that could not be known at the time of the estimate was prepared. If necessary and agreed in writing by the Purchase Agent, work may be phased to allow for a determination of the total scope of the Project, with a separate estimate presented and purchase order issued for each phase.

- 3.5. **Issuance of Purchase Order:** After review and approval of the estimate, the Purchasing Agent may issue a purchase order for the Services. The Purchasing Agent is the only person authorized to issue a purchase order under this Agreement. The City has no financial obligation under this Agreement and under any purchase order until the Purchasing Agent issues a purchase order which is signed by the Purchasing Agent.

**(Note: If the contractor chooses to bid to only do projects that are below the bonding threshold, the following bullet points regarding bonding and prevailing wage will be deleted).** The purchase order shall indicate:

- Whether the total Project cost, including all work by Contractor and other contractors working on other aspects of the Project, is over the Fifty Thousand Dollar (\$50,000.00) bonding threshold as required by § 107.170 RSMo. **For such Projects, Contractor shall provide the bonds to the Purchasing Agent prior to beginning work on the Project.** Surety companies issuing the bonds must be authorized to conduct business in the State of

Missouri, and shall carry a rating of A-6 or better in the A.M. Best or equivalent rating guide; and

- Whether the total Project cost, including all work by Contractor and other contractors working on other aspects of the Project, is over the Seventy-Five Thousand Dollars (\$75,000.00) state prevailing wage threshold.

If prevailing wage applies, the Purchasing Agent shall provide and incorporate the applicable wage order with and into the purchase order.

- 3.6. **Completion Time.** The City may provide a timeframe for completion of any Project when requesting services in the purchase order. That timeframe shall be binding unless a different time is established prior to any work being performed. Any such change in time must be approved in writing by the Purchase Agent to be effective and binding on the City. It is expressly understood and agreed, by and between the Contractor and the City, that the time to complete the work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work. No extensions will be granted except in case of additional work requested by the City under a change order.
- 3.7. **Liquidated Damages:** Time is of the essence for Projects authorized in accordance with this Agreement. If a completion time is established for any Project then a deduction of one percent (1%) of the total Project cost per calendar day may be deducted by the City from any amount due or that may become due to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Services within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not the City's exclusive remedy for Contractor's failure to complete the Services in accordance with this Agreement. Specifically, but without limitation, City may exercise any of its default or termination rights under this Agreement under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Services as set forth herein. Permitting Contractor to continue and finish to Services or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.
- 3.8. **Change Orders:** No change order will be effective unless issued in writing by the Purchasing Agent following receipt of a written estimate for the additional work.
- 3.9. **Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. Current standards of

the Occupational Safety and Health Act shall be applied. The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.

- 3.10. **Interference:** All work scheduled by the Contractor shall be planned with the consent of the Department Representative and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.

#### 4. **BILLING AND PAYMENT**

- 4.1. **Documentation of Services Performed:** Contractor shall prepare a LEGIBLE invoice upon completion of each repair or maintenance service. This invoice shall specify, in a legible manner:
- Date(s) of service;
  - The type of service performed;
  - The name of City representative requesting service;
  - The actual number of hours, hourly rate, number and type of employees – No labor costs may be charged except as listed in **Exhibit 8**, as adjusted pursuant to Section 2, above.
  - For goods and materials with a price established by in **Exhibit 8**, the unit price for that item as adjusted pursuant to Section 2, above;
  - For other goods and materials, the unit price paid by Contractor for any goods and materials, the markup allowed as listed in **Exhibit 8**, and, for any item costing over one hundred (\$100.00) dollars, a copy of the invoice(s) from the supplier;
  - Purchase order number;
  - Service site;
  - City department.

- 4.2. **Requests for Payment:** All invoices shall be submitted to the Department Representative with a copy to:

AccountsPayable@como.gov

or

City of Columbia  
Finance/Accounts Payable Division  
PO Box 7236  
Columbia, Mo 65205

The payment amount is subject to final determination of work performed at unit prices set forth in **Exhibit 8**, as updated in accordance with Section 2, above. The City will make payment to the Contractor on the basis of work performed by the Contractor less any offsets or deductions authorized in the Agreement or otherwise authorized by law.

4.3. **Offsets:** City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

- Unsatisfactory job progress;
- Defective work;
- Failure to make payments to subcontractors or suppliers;
- Reasonable evidence that the Project cannot be completed for the unpaid balance of this purchase order amount;
- Damage by Contractor or subcontractors or suppliers to property of City or others;
- Contractor's breach of this Contract; or
- Contractor's failure to provide requested documentation.

4.4. **Time of Payment:** Except as otherwise provided in this paragraph or as otherwise agreed by the Purchasing Agent in writing issued in advance of any work being performed, payments will be made at the conclusion of the Project only. The failure to provide complete information may result in delay of payment. The City will generally make payment within thirty (30) days of receiving an invoice.

City may, but is not required, to make partial payment to Contractor on the basis of a duly certified payments for materials delivered/stored on a Project site (or other City approved storage site with such written assurances as required by the City). Such partial payment shall be based only upon the actual cost of such materials to Contractor, shall not include any overhead or profit to Contractor and shall not exceed the amount authorized by the purchase order.

4.5. **Certification of Contractor Payments: [This paragraph will only be used if bonding or prevailing wage apply]** The requirements in this

paragraph apply if bonding or prevailing wage requirements apply to a Project. Prior to issuance of final payment, and at such other times as requested by the Purchasing Agent, Contractor shall, by affidavit, certify to the Purchasing Agent that all bills and claims properly due and chargeable against the Services have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates, if applicable. Contractor, by this affidavit, shall release the City of Columbia from all further claims. The certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Project as set forth in **Exhibit 4** to the City along with any and all other completed affidavits and forms set forth in this Agreement with Contractor's request for final payment for the Project. The acceptance by Contractor of the final payment for the Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Agreement; further, the acceptance by Contractor of final payment for the Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Agreement.

- 4.6. **Payment Constitutes Complete Compensation:** Payment of the final invoiced amount on any Project shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in this Agreement and the purchase order for the Project. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the work shall be paid for outside of or in addition to the amounts allowed under this Agreement.

## 5. DEPARTMENT REPRESENTATIVE

- 5.1. **The Role of the Department Representative:** The Department Representative acts as a liaison between the City and the Contractor for the purpose of obtaining answers and direction regarding the Contractor's performance of this Agreement and purchase orders issued under this Agreement. Where the terms of this Agreement or an attachment or exhibit thereto requires approval of the City, it will be the responsibility of the Department Representative to provide that approval or to arrange for review by the appropriate City employee in order to obtain that approval, assuming that the Services are acceptable.

The Department Representative has no authority to alter, add to, or delete any terms of this Agreement, including terms contained in any attachment or exhibit. Modifications to this Agreement are only effective if executed in the same manner as this Agreement.

- 5.2. **Department Representative appointed with issuance of Purchase Order:** The Department Representative shall be appointed by the Purchasing Agent with the issuance of the purchase order, or, if no person is appointed, the

Purchasing Agent shall act as Department Representative. The City may change the Department Representative by giving notice of that change as provided in this Agreement.

## 6. TERM AND TERMINATION

- 6.1. **Term:** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be renewable for up to four (4) successive one (1) year terms upon agreement of both parties. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.
- 6.2. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this Agreement in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice. In the event the good or services provided under the Agreement are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, the Purchasing Agent reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.
- 6.3. **Termination Due To Non-Appropriation:** Any and all obligations in this Agreement which impose any financial obligations on the City are conditioned upon there being sufficient, unencumbered funds appropriated for that purpose. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City budget decisions are subject to the discretion of the city council. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- 6.4. **Termination for Convenience:** The performance of work under this Agreement may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Agent will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination is effective. After receipt of a termination letter the Contractor shall:
- Stop work on the Agreement on the date and to the extent specified in the letter.

- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Agreement not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

## 7. PREVAILING WAGE

- 7.1. **Prevailing Wage:** For Projects over Seventy Five Thousand Dollars (\$75,000.00), the Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 7.1.1. **Higher wages allowed:** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 7.1.2. **Records:** The Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and the City. The payroll records shall not be destroyed or removed from the State of Missouri for at least one year after completion of the work.
- 7.1.3. **Notices:** A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.(290.265 RSMo.)
- 7.1.4. **Penalty:** Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to the City on whose behalf the contract is made or awarded one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any work done under said contract, by Contractor or by any subcontractor, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 RSMo committed in the course of the execution of the contract, and, when making payments to the Contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340 RSMo. It shall be lawful for any contractor to

withhold from any subcontractor sufficient sums to cover any penalties withheld by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340 RSMo, and if payment has already been made, the contractor may recover from the subcontractor the amount of the penalty in a suit at law.

- 7.1.5. **Affidavit of compliance:** After completion of the Project and before final payment can be made under this Agreement for the Project, the Contractor and each subcontractor must file with the City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. **Exhibit 5** is to be used for this purpose.
- 7.1.6. **Wage determination:** During the life of this Agreement, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the City, nor will deductions be made by the City against sums due the Contractor by reason of any such change.

## 8. WARRANTIES

- 8.1. **Contractor's Warranty:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail. The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City of any Project covered by this Agreement, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the City, shall become necessary during such period.
- 8.2. **Remedies for Breach of Contractor's Warranty:** The City may give written notice of defects or nonconformance to the Contractor. Such notice shall state that either (a) the contractor shall correct any defective or nonconforming materials or services, or (b) the City does not require correction.
  - 8.2.1. **Correction or reperformance:** If contractor is required to correct or re-perform, it shall be at no cost to the City, and any materials or services corrected or re-performed by the contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed.
    - 8.2.1.1. Unless extended in writing by the purchase Agent, the Contractor shall undertake with due diligence to begin the repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary and to complete the work as expeditiously as possible. If the Contractor should neglect to begin such repairs or

replacements within this period, or, in case of emergency, where in the judgment of the Department Representative, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to the Contractor.

- 8.2.1.2. If despite Contractor's reasonable efforts, a non-conforming service cannot be re-performed, Contractor shall refund or credit monies paid by City for the non-conforming Service.
- 8.2.2. **Adjustment of contract price:** If the City does not require correction or re-performance, the Purchasing Agent shall make the equitable adjustment in the Project price. If that adjustment is made after payment, the Contractor shall refund or credit monies paid by City for the non-conforming Service.
- 8.2.3. **Remedies not limited:** Nothing in this Agreement limits the remedies available to the City for a breach of any obligation under this Agreement, including a breach of warranty. In the event of a breach by Contractor, City shall have full power and authority, without impairing the obligations of this Agreement or any bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor, and Contractor's surety if applicable, shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's bond surety shall be liable and shall pay to City the amount of such excess
- 8.3. **Manufacturer Warranties:** Should a warranty for parts or labor be offered by a manufacturer or re-manufacturer or in the Contractor's Bid Response, the manufacturer's or re-manufacturer's warranty shall apply. Contractor hereby transfers the manufacturer's warranty to the City and shall provide copies of the warranties to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in a purchase order, Contractor shall install the equipment or goods in the manner set forth by the manufacturer. No parts, accessories, or supplies shall be used which might void a manufacturer's warranty.
- 8.4. **Use and Warranty of Rebuilt Parts:** The use of rebuilt assemblies or subassemblies carrying the same warranty as a new assembly may be used only if authorized IN WRITING by a City representative. Contractor is prohibited from

using rebuilt assemblies or subassemblies carrying a lesser warranty as a new assembly.

9. **CONTRACTOR'S INSURANCE**

- 9.1. **Insurance Required:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the execution of any Project the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII. The City may, at any time, request the submission of a certificate of insurance or actual policies as proof of compliance with this section or the Agreement.
- 9.1.1. **Workers' compensation & employer's liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- 9.1.2. **Commercial general liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- 9.1.3. **Business auto liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- 9.1.4. **Use of umbrella policies:** 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 City 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.
- 9.1.5. **Additional insureds:** The City of Columbia, its elected officials and employees are to be Additional Insured as to Commercial Liability Insurance

and Business Auto Liability Insurance with respect to the Project to which these insurance requirements pertain. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

- 9.1.6. **No waiver of immunities:** The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- 9.1.7. **Contract termination:** Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- 9.1.8. **No assumption of liability:** The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

## 10. MISCELLANEOUS

- 10.1. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.
- 10.2. **Cooperative Purchasing:** Contractor agrees to allow other governmental and public entities in the Mid-Missouri Public Purchasing Cooperative to use the rates specified in this Agreement for similar work.
- 10.3. **Permits:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances, rules, regulations, and laws of the city, county, state, and nation as apply to the work.

- 10.4. **Patents:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
- 10.5. **Discharge of Employees:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by the Contractor and replaced by an employee with proper qualifications.
- 10.6. **Assignment of Contract:** No assignment by the Contractor of this Agreement or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the City and the Surety (if there is a Surety) has been given due notice of such assignment in writing. In addition to the usual recitals in assignment Contracts, the following language must be set forth:
- “It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”
- 10.7. **Subcontracting:** No part of the work covered by this Agreement shall be sublet by the Contractor without the prior written approval of the Purchasing Agent. The Contractor shall file with the Department Representative and the Purchasing Agent a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing as soon as subcontracts are made. Contractor shall assure that any subcontractor performing work under this Agreement at the direction of Contractor shall file a “Final Receipt of Payment and Release” form, a copy of which is attached as **Exhibit 6**. This completed form shall be submitted to the City along with application for final payment on any project.
- 10.8. **Equal Opportunity:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal and state law, and Contractor shall comply with federal, state and local laws related to Equal Opportunity.
- 10.9. **Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.
- 10.10. **Americans with Disabilities Act:** Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves the Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this

Contract involves construction work, the Project(s) when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

- 10.11. **Discrimination Prohibited:** Contractor shall comply with Article III of Chapter 12 of the City's Code of Ordinances, and with any state or federal laws or regulations relating to unlawful employment practices in connection with any work to be performed pursuant to this contract. Contractor shall include this obligation of compliance in its contracts with subcontractors on this project.
- 10.12. **Specifications and Drawings:** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Department Representative access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Department Representative, who shall promptly provide a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Department Representative shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
- 10.13. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
- 10.14. **Construction Safety Program Requirements:** Unless waived in writing by the Purchasing Agent, Contractor shall comply with the following requirements:
  - 10.14.1. Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the Project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the Project are required to complete the program within sixty (60) days of beginning work on the Project.
  - 10.14.2. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the Project.

- 10.14.3. Contractor shall require all subcontractors to observe the construction safety program requirements of this section.
- 10.14.4. Pursuant to Sec. 292.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this Agreement, all sums and amounts due and owing CITY as a result of any violation of this section.
- 10.15. **Employment of Unauthorized Aliens Prohibited:** 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.
  - 10.15.1. As a condition for the award of this Agreement, 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. 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. The form of the Work Authorization Affidavit is set forth in **Exhibit 7**.
  - 10.15.2. 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.
- 10.16. **No Waiver of Immunities:** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- 10.17. **Amendment:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 10.18. **Governing Law and Venue:** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this

Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

10.19. **General Laws:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

10.20. **Missouri Anti-Discrimination against Israel Act:** To the extent required by Missouri Revised Statute Section 34.600, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.21. **Notices:** The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**If to City:**

City of Columbia  
Finance Department  
P.O. Box 6015  
Columbia, Mo. 65205  
Attn: Purchasing Agent Cale Turner

**If to Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to the Department Representative.

10.22. **Contract Documents:** The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference. All references herein to any exhibit shall include all exhibits and attachments attached thereto without the necessity of any further reference.

Exhibit	Description
1	City's Request for Proposal
2	Performance Bond Form
3	Labor and Materials Bond Form
4	Contractor's Affidavit for Final Payment

- 5 Affidavit of Compliance with Prevailing Wage Law
- 6 Final Receipt of Payment and Release
- 7 Work Authorization Affidavit
- 8 Contractor's Proposal and Pricing Dated July 13, 2021

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any exhibit, the terms of the documents control in the order listed above. In the event of a conflict between the terms of this Agreement, including exhibits, and any purchase order issued pursuant to this agreement, the terms of this Agreement and its exhibits prevail.

- 10.23. **Counterparts and Electronic Signatures:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- 10.24. **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the Parties relative to the Project herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor's services described herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

**CITY OF COLUMBIA, MISSOURI**

BY: \_\_\_\_\_  
Cale Turner, Purchasing Agent

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

This award is made on a need basis and does not obligate the City to pay any specific amount. The availability of funds for specific purchases will be determined as the City places its order, with certification made at that time within the amounts previously budgeted.

\_\_\_\_\_  
Matthew Lue, Director of Finance

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**AFFIDAVIT FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor	Address	City	State
hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20_____, covering work to be performed and material to be furnished for:			

\_\_\_\_\_  
Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

\_\_\_\_\_ DOLLARS.  
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

\_\_\_\_\_  
Contractor

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**FINAL RECEIPT OF PAYMENT AND RELEASE**

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

\_\_\_\_\_ hereinafter called "Subcontractor" who heretofore entered into a Subcontract with \_\_\_\_\_, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

\_\_\_\_\_  
(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**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)

\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Company Name)

a (Corporation), (Partnership), (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 Annual Wage Order No. \_\_\_\_\_ issued by the Missouri Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in carrying out the Contract and work in connection with:

\_\_\_\_\_  
(Name of Project)

located at \_\_\_\_\_ in

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

\_\_\_\_\_.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

Central Face



Fencing Services - Multi Year

Sol. # 116 / 2025

May 15, 2026 5:00 P.M.

# **CITY REQUIREMENTS**







AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> MOFB/KATUNAR		<b>NAMED INSURED</b> Central Fence LLC 10621 Hwy 28 Spur Vienna, MO 65582	
<b>POLICY NUMBER</b> 974257427			
<b>CARRIER</b> Progressive Casualty Insurance Company	<b>NAIC CODE</b> 24260	<b>EFFECTIVE DATE:</b> 11/01/2025	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**Additional Coverages**

Insurance coverage(s)	Limits
Uninsured Motorist Bodily Injury	\$250,000/\$500,000
Underinsured Motorist Bodily Injury	\$250,000/\$500,000

**Description of Location/Vehicles/Special Items**

**Scheduled autos only**

Description	Stated Amount
2020 FORD F350 1FT8W3DT7LEC28592  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded Medical Payments \$5,000 each person	\$65,000
2024 Bales Trailer 4B9GS1422PD300587  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$4,000
2004 TrILERMAN Trailer 5L3EY25X4L001730  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$15,000
2024 TOYOTA SEQUOIA 7SVAAABA4RX032165  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded Medical Payments \$5,000 each person Rental Reimbursement \$50 Per Day (\$1,500 Max)	\$80,000
2024 TOYOTA TUNDRA 5TFWC5DB0RX076168  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded Medical Payments \$5,000 each person Rental Reimbursement \$50 Per Day (\$1,500 Max)	\$59,000
2019 FORD F350 1FT8W3DT2KEE74013  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$45,000
2019 CHEVROLET SILVERADO 1GC4KXEY4KF177914  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded	
2016 Load Max Trailer 4ZEGH2525G1091800  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$15,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> MOFB/KATUNAR		<b>NAMED INSURED</b> Central Fence LLC 10621 Hwy 28 Spur Vienna, MO 65582	
<b>POLICY NUMBER</b> 974257427		<b>EFFECTIVE DATE:</b> 11/01/2025	
<b>CARRIER</b> Progressive Casualty Insurance Company	<b>NAIC CODE</b> 24260		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25     **FORM TITLE:** Certificate of Liability Insurance

.....  
 2000 Utility Trailer 48MUS0817YS036628

Stated Amount     \$15,000

Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

**Additional Information**

Blanket Waiver of Subrogation in favor of the certificate holder, but only if party to a written waiver agreement executed by the named insured, as required by contract, prior to the occurrence of any loss. The certificate holder is an additional insured if required by written contract executed by the named insured prior to the occurrence of any loss, per blanket AI endorsement.







# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 32

Section 010  
**BOONE COUNTY**

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

Original Signed by \_\_\_\_\_

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.64
Boilermaker	\$34.21*
Bricklayer-Stone Mason	\$57.33
Carpenter	\$54.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$47.94
Plasterer	
Communication Technician	\$60.91
Electrician (Inside Wireman)	\$60.73
Electrician Outside Lineman	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.21*
Glazier	\$57.72
<b>Ironworker</b>	<b>\$72.58</b>
Laborer	\$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.55
Plumber	\$72.49
Pipe Fitter	
Roofer	\$56.44
Sheet Metal Worker	\$58.82
Sprinkler Fitter	\$69.16
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.









**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MOFB/KATUNAR		<b>NAMED INSURED</b> Central Fence LLC 10621 Hwy 28 Spur Vienna, MO 65582	
<b>POLICY NUMBER</b> 974257427			
<b>CARRIER</b> Progressive Casualty Insurance Company	<b>NAIC CODE</b> 24260	<b>EFFECTIVE DATE:</b> 11/01/2025	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**Additional Coverages**

Insurance coverage(s)	Limits
Uninsured Motorist Bodily Injury	\$250,000/\$500,000
Underinsured Motorist Bodily Injury	\$250,000/\$500,000

**Description of Location/Vehicles/Special Items**

**Scheduled autos only**

Description	Stated Amount
2020 FORD F350 1FT8W3DT7LEC28592  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded Medical Payments \$5,000 each person	\$65,000
2024 Bales Trailer 4B9GS1422PD300587  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$4,000
2004 TrILERMAN Trailer 5L3EY25X4L001730  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$15,000
2024 TOYOTA SEQUOIA 7SVAAABA4RX032165  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded Medical Payments \$5,000 each person Rental Reimbursement \$50 Per Day (\$1,500 Max)	\$80,000
2024 TOYOTA TUNDRA 5TFWC5DB0RX076168  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded Medical Payments \$5,000 each person Rental Reimbursement \$50 Per Day (\$1,500 Max)	\$59,000
2019 FORD F350 1FT8W3DT2KEE74013  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$45,000
2019 CHEVROLET SILVERADO 1GC4KXEY4KF177914  Comprehensive \$1,000 Ded Collision \$1,000 Ded Roadside Assistance Selected w/\$0 Ded	
2016 Load Max Trailer 4ZEGH2525G1091800  Comprehensive \$1,000 Ded Collision \$1,000 Ded	\$15,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> MOFB/KATUNAR		<b>NAMED INSURED</b> Central Fence LLC 10621 Hwy 28 Spur Vienna, MO 65582	
<b>POLICY NUMBER</b> 974257427		<b>EFFECTIVE DATE:</b> 11/01/2025	
<b>CARRIER</b> Progressive Casualty Insurance Company	<b>NAIC CODE</b> 24260		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25    **FORM TITLE:** Certificate of Liability Insurance

.....  
 2000 Utility Trailer 48MUS0817YS036628

Stated Amount    \$15,000

Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

**Additional Information**

Blanket Waiver of Subrogation in favor of the certificate holder, but only if party to a written waiver agreement executed by the named insured, as required by contract, prior to the occurrence of any loss. The certificate holder is an additional insured if required by written contract executed by the named insured prior to the occurrence of any loss, per blanket AI endorsement.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the application for the organizational use of the Boone County Courthouse Plaza by the United States Exercise Tiger Foundation on June 6, 2026, from 11 a.m. until 1:30 p.m. for the D-Day Ceremony.

Done this 4th day of June 2026.

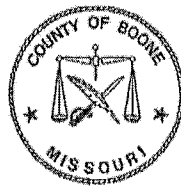
ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: United States Exercise Tiger Foundation

Address: 1001 E. Walnut St. Ste 200

City: Columbia State: MO ZIP Code 65201

Phone: 573-698-9412 or 573-356-3093 Website: exercisetiger.org

Individual Requesting Use: Susan Haines

Position in Organization: National Exec. Director

Address: 1001 E> Walnut St. Ste 200,

City: Columbia State: MO ZIP Code 65 201

Phone: 573-356-3093 Email: shaine@socket.net

Event: D-Day ceremony June 6, 2026

Description of Use (ex. Concert, speaker, 5K): D-Day Ceremony

Date(s) of Use: June 6, 2026

Start Time of Setup: 11:00 a.m. AM/PM

Start Time of Event: 12:00 pm. AM/PM (If start times vary for multiple day events, please

End Time of Event: 1:00 pm AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 1:30 AM/PM

Emergency Contact During Event: Susan Haines or Walt Domanski Phone: 573-968-9412

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Media releases will be sent out to local media prior to event

KOMU, KMIZ, KCGR, Missourian and Tribune

How many attendees (including volunteers) do you anticipate being at your event? 45+ -

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

N/A

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

N/A

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance:        # adults per        # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number:       N/A      

County Merchant's License Number:       N/A      

City Temporary Business License Number:       N/A      

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number:       N/A      

County Liquor License Number:       N/A      

City Liquor License Number:       N/A      

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number:       N/A

County Merchant's License Number: N/A

City Temporary Business License Number: N/A

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
<u>N/A</u>			

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_  
\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: USTF

Address: 1001 E. Walnut Ste 200

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Susan C. Haines, Nat. Exec. Dir.

Address: 1001 E. Walnut St. Ste 200 Columbia, MO 65201

Phone Number: 573-968-9412 or 573-356-3093 Date of Application: June 1, 2026

Email Address: shaine@socket.net

Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).

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### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Commissioner

DATE: \_\_\_\_\_



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record the proclamation commemorating the 82<sup>nd</sup> anniversary of D-Day.

Done this 4th day of June 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

## PROCLAMATION COMMEMORATING THE 82<sup>ND</sup> ANNIVERSARY OF D-DAY

- WHEREAS,** June 6, 2026, marks the 82<sup>nd</sup> anniversary of D-Day, the date the Allies landed on the beaches in Normandy, France, which was under Nazi German rule during World War II; and
- WHEREAS,** during the battle that marked the beginning of the end of World War II in Europe, an estimated 160,000 Allied troops, 73,000 of which were from the United States, landed on five beaches along a 50-mile stretch of heavily fortified coast of France's Normandy region, resulting in one of the largest amphibious military assaults in history; and
- WHEREAS,** a total of 4,414 Allied troops were killed on D-Day itself, including 2,501 Americans, and more than 5,000 were wounded; and
- WHEREAS,** our soldiers showed courage, dedication, compassion, and self-sacrifice as they fought to bring freedom to the world and an end to the Holocaust; and
- WHEREAS,** Missouri native Major General Omar Bradley, commander of the First U.S. Army, recognized the importance of the men who fought on D-Day, saying, "Every man who set foot on Omaha Beach that day was a hero"; and
- WHEREAS,** the success of D-Day hinged not only on the bravery of our troops but also on the expertise and insight of the Allied meteorological teams who, without the benefit of modern technology, accurately forecast the timing of the storm that delayed the originally planned attack on June 5 and the lull in the storm that allowed for the successful attack on June 6; and
- WHEREAS,** a 48-star US Navy Battle Flag, last flown on a US Navy warship during the Allied invasion of Normandy 82 years ago today, will be displayed during the 10<sup>th</sup> Annual Mid-Missouri D-Day Ceremony and Tribute, coordinated by the United States Exercise Tiger Foundation; and
- WHEREAS,** it is fitting to observe this day as a time to honor all who served in the United States Armed Forces on June 6, 1944, especially those from Boone County, Missouri, and to reflect upon their sacrifices and on the losses endured by military members and civilians alike.
- THEREFORE,** the Boone County Commission does hereby commemorate the 82<sup>nd</sup> Anniversary of D-Day and honors all who fought so valiantly on that day.

IN TESTIMONY WHEREOF, this 4<sup>th</sup> Day of June, 2026.

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Kip Kendrick, Presiding Commissioner

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Justin Aldred, District I Commissioner

---

Janet M. Thompson, District II Commissioner

ATTEST:

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Brianna L. Lennon, County Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the January Adjourned

Term. 2026

In the County Commission of said county, on the 4th day of June 20 26

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

Now on this day the County Commission of the County of Boone does hereby approve a Cooperative Agreement with the Boone County Regional Sewer District (BCRSD). The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 4th day of June 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY AND  
BOONE COUNTY REGIONAL SEWER DISTRICT  
COOPERATIVE AGREEMENT**

THIS AGREEMENT, dated this 19th day of May, 2026, is made and entered into by and between **Boone County, Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "County," and the **Boone County Regional Sewer District**, a public corporation and common sewer district organized and operated under RSMo Secs. 204.250 to 204.470, herein "District".

WHEREAS, County has invested in employees, equipment, and employee training to provide, among other things, GIS services, permitting services, professional procurement services, and human resources services to support County operations; and

WHEREAS, District desires to purchase from County certain of these services to enhance District operations; and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish a framework for the District to purchase certain services from County, to the extent County has the capacity to provide such services, to enhance District operations.
2. **COUNTY AGREEMENTS.**
  - a. Upon request by the District, County, to the extent it has capacity to do so, will provide, a listing of the then-current employment costs, material costs, and other related expenses to provide the following service types to the District:
    - i. GIS services;
    - ii. Professional procurement services;
    - iii. Professional administrative services;
    - iv. Human resources services; and
    - v. Permitting services.

- b. County agrees to provide services through its personnel to the extent it has the capacity to do so at the then-current, agreed-upon rates set out in its pricing lists.
  - i. County will cooperate with the District to define a mutually-agreeable scope of work for any requested services.
  - ii. County will cooperate with District in the scheduling of any work to allow for the key personnel to discharge their primary duties to the County.
  - iii. County may deny a request to provide services if the resources are not available at the time of the request, at County's sole discretion.

**3. DISTRICT AGREEMENTS.**

- a. District may request the then-current pricing sheet from County for access to any particular County services desired by the District. District's request shall include an estimate of the number of requested hours of service, if known, and the District will cooperate with the County in defining a mutually agreeable scope of work.
- b. If District desires to procure services from County during the same budget year at the listed pricing provided by County, District shall communicate the desired services and the agreed-upon scope of work, or an estimate of the hours requested, as applicable. District understands that the pricing quoted will change in subsequent budget years to reflect the County's actual costs in providing the services and will request updated pricing as appropriate.
- c. District will pay the invoice presented in connection with the requested services within thirty (30) days of the date on said invoice.

**4. ADDITIONAL AGREEMENTS.** The parties may enter into additional agreements to implement an ongoing service, such as administrative services relating to the filing for and issuance of permits. If such a subject-specific agreement is entered into that agreement shall prevail and control over that subject-specific service.

**5. ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.

6. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of District and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
7. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
8. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year. Thereafter, this Agreement shall automatically renew for a additional, one-year terms that will run from January 1<sup>st</sup> through December 31<sup>st</sup>.
9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
10. **NONAPPROPRIATION.** The activities of County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current County Commission.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
12. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
13. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

- 14. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
- 15. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**BOONE COUNTY, MISSOURI**

By:

  
 \_\_\_\_\_  
 Kip Kendrick, Presiding Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Brianna L. Lennon, County Clerk

ACKNOWLEDGED:

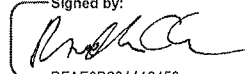
*For Kyle Rieman*  
 \_\_\_\_\_  
 Kyle Rieman, County Auditor

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 CJ Dykhouse, County Counselor

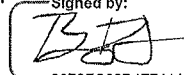
**BCRSD:**

By:

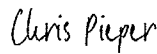
Signed by:  
  
 \_\_\_\_\_  
 Chairperson

Date: 5/22/2026

ATTEST:

Signed by:  
  
 \_\_\_\_\_  
 Secretary

APPROVED AS TO FORM:

Signed by:  
  
 \_\_\_\_\_  
 Chris Pieper, District's Attorney