

CERTIFIED COPY OF ORDERJuly Session of ~~the July~~ Adjourned

26

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

16th

July

26

In the County Commission of said county, on the

day of

20

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

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this day, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash and derelict vehicles on the premises.
4. The location of the public nuisance is as follows 202 Snead Dr, Columbia, MO, a/k/a parcel# 17-313-11-01-117.00 01, Fairway Meadows Blk 4 Lot 29, Section 11, Township 44, Range 12 as shown by deed book 5825 page 0159, Boone County
5. The specific violation of the Code is: trash, junk and derelict vehicles in violation of section 6.5 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 6th day of May 2026 to the property owner.
7. The above-described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner and lien holder was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above-described property as a special tax bill and added to the real estate taxes for said property for the current year.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

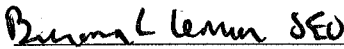
Order For Abatement Chargeable as a Special Assessment to the Property

Based upon the foregoing, the County Commission hereby orders abatement of the above-described public nuisance at public expense, and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

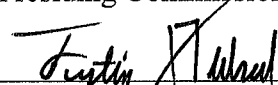
Done this 16th day of July 2026.

ATTEST:

 SEO

Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

United Wholesale Mortgage LLC

202 Snead Dr

Department of Public Health Nuisance Violation

Timeline of Major Events

1/10/2026: complaint received

5/5/2026: Initial Inspection conducted by Sara Carroll

5/6/2026: notice of violation sent to property owner, certified mail (USPS), return receipt requested

5/19/2026: return receipt received with signature from property owner and lienholder

6/3/2026: follow up inspection by Sara Carroll

6/17/2026: hearing notice sent to property owner via USPS

6/30/2026: estimate from Voss Landscaping and I-70 towing sent to property owner via USPS

Parcel 17-313-11-01-117.00 01

Property Location 202 SNEAD DR

City

Road COMMON ROAD DIST (CO)

School COLUMBIA (C1)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner UNITED WHOLESALE MORTGAGE LLC

Subdivision Plat Book/Page 0010 0060

Address 425 PHILLIPS BLVD

Section/Township/Range 11 48 12

Care Of

Legal Description FAIRWAY MEADOWS BLK 4
LOT 29

City, State, Zip EWING, NJ 08618

Lot Size 77.80 x 120.00

Irregular Shape Y

Deeded Acreage .00

Calculated Acreage .00

Deed Book/Page 6132 0108 5825 0159 5819 0181 5650 0003

Effective Date of Value 1/1/2026

PROPERTY DESCRIPTION

CURRENT APPRAISED

CURRENT ASSESSED

Type	Total
RESIDENTIAL	105,800
Totals	105,800

Type	Total
RESIDENTIAL	20,102
Totals	20,102

Year Built 1972 (Est)

Basement FULL (4) Attic NONE (1)

Bedrooms 3 Main Area 1,312

Full Bath 2 Finished Basement Area 840

Half Bath 0

Total Rooms 7 Total Square Feet 2,152

Recorded in Boone County, Missouri

Recording Date/Time: 04/03/2026 at 12:35:55 PM

Book: 6132 Page: 108

Instr #: 2026005910

Pages: 6

Fee: \$39.00 S

Electronically Recorded



Bob Nolte
Recorder of Deeds

Trustee's Deed Under Foreclosure

MS FILE NO: 228312.031326.465926 FC

Date of Document: March 17, 2026

Grantor: Millsap & Singer, P.C., 612 Spirit Drive, St. Louis, Missouri 63005

Grantee: United Wholesale Mortgage, LLC, 425 Phillips Boulevard, Ewing, NJ 08618

Deed of Trust recorded in Book 5819, Page 182, executed by Chrystal Marshall, a single person, 202 Snead Dr, Columbia, MO 65202

Legal Description: LOT TWENTY-NINE (29) OF FAIRWAY MEADOWS SUBDIVISION, BLOCK NO. 4 AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10, PAGE 60, RECORDS OF BOONE COUNTY, MISSOURI.

WHEREAS Chrystal Marshall, a single person by a certain Deed of Trust, dated December 7, 2023 and recorded in the Records Office of Boone County and State of Missouri, in Book 5819, Page 182, conveyed to Millsap & Singer, P.C. the property therein and herein described, IN TRUST to secure to United Wholesale Mortgage, LLC the payment of the notes in said deed of trust described.

And Whereas, default was made in the payment of several monthly installments on the Note described in and secured by said deed, by reason whereof the undersigned Trustee did, at the request of the legal holder of said note, proceed to execute the powers to said Trustee given by said Deed of Trust, and did on March 13, 2026, having previously

given twenty days notice of the time, terms and place of sale, and the property to be sold, by advertisement printed and published in The Columbia Daily Tribune, a newspaper printed and published in Boone County and State of Missouri, a copy of which advertisement, with the affidavit of publisher of said newspaper, proving the publication, is hereto attached, and made a part hereof, at the South Front Door of the Court House, City of Columbia, County of Boone and State of Missouri, expose to sale for cash to the highest bidder, at public auction, the said property herein described, and at said sale United Wholesale Mortgage, LLC, 425 Phillips Boulevard, Ewing, NJ 08618, being the highest and best bidder for the sum of \$109,391.16 the same was struck off and sold to said bidder at that price and sum.

And Whereas, to the best knowledge and belief of the undersigned Trustee, no owner was a member of the Armed Forces of the United States of America entitled to the benefits of the Servicemembers Civil Relief Act, as amended.

And Whereas, to the best knowledge and belief of the undersigned Trustee, no owner died within six months next preceding the date of sale as pertains to RSMo. §443.300.

And Whereas, no notice of redemption was served upon the undersigned Trustee at or prior to the public sale.

Now, therefore, know all men by these Presents, that Millsap & Singer, P.C., 612 Spirit Drive, St. Louis, Missouri 63005 the undersigned Trustee, party of the first part, in consideration of the premises, and of the sum of \$109,391.16 to the said Trustee paid by the said United Wholesale Mortgage, LLC, 425 Phillips Boulevard, Ewing, NJ 08618, party of the second part, does *Bargain, Sell and Convey*, unto the said party of the second part, the above described Real Estate in said Deed of Trust described, situated in Boone County and State of Missouri together with all appurtenants and hereditaments appertaining thereto.

The undersigned Trustee, warrants and certifies that, as required by Section 443.325, RSMo., pertaining to notices of sale under power of sale, a letter containing the information set forth in the notice of sale attached to the publisher's affidavit affixed hereto,

was by it placed in an envelope and deposited in the United States mail not less than twenty (20) days prior to the scheduled date of sale, designated certified mail, with postage prepaid, to the addresses shown on the attached Exhibit A.

To Have and to Hold the same unto the said party of the second part, and to THEIR SUCCESSORS NOW AND FOREVER.

IN WITNESS WHEREOF, the said party of the first part as Trustee has executed these presents on the date below written.

MILLSAP & SINGER, P.C.
Trustee

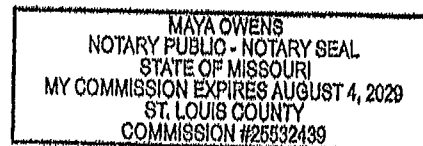
By: W R Avery
WILLIAM R. AVERY, AUTHORIZED SIGNER

State of Missouri)
) SS.
County of St. Louis)

On this 17th day of March, 2026 before me,
Maya Owens, a Notary Public in and for said state, personally
appeared William R. Avery, known to me to be the person who executed the within
Trustee's Deed and acknowledged that he is duly authorized by Millsap & Singer, P.C.,
to execute the foregoing and that he executed the same for the purposes therein stated.

My term expires: August 4th, 2029

Maya Owens
NOTARY PUBLIC
Maya Owens



USA TODAY CO.



PO Box 631339 Cincinnati, OH 45263-1339

AFFIDAVIT OF PUBLICATION

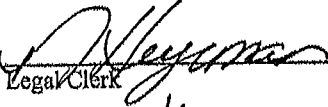
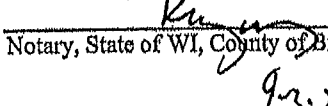
Chenjing Wu
Millsap & Singer LLC
612 Spirit DR
Chesterfield MO 63005-1259

STATE OF MISSOURI, COUNTY OF BOONE

The Columbia Daily Tribune, a daily newspaper of general circulation, printed and published in the county of Boone, in the State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 403.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice published in said newspaper in the issue dated:

02/18/2026, 02/19/2026, 02/20/2026, 02/22/2026, 02/23/2026,
02/24/2026, 02/25/2026, 02/26/2026, 02/27/2026, 03/01/2026,
03/02/2026, 03/03/2026, 03/04/2026, 03/05/2026, 03/06/2026,
03/08/2026, 03/09/2026, 03/10/2026, 03/11/2026, 03/12/2026,
03/13/2026

Sworn to and subscribed before on 03/13/2026


Legal Clerk

Notary, State of WI, County of Brown
9.3.28

My commission expires

Publication Cost:	\$834.75	
Tax Amount:	\$0.00	
Payment Cost:	\$834.75	
Order No:	12076176	# of Copies:
Customer No:	606944	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

TRUSTEE'S SALE

IN RE: Chrystal Marshall, a single person Trustee's Sale
For default in payment of debt and performance of obligation secured by Deed of Trust executed by Chrystal Marshall, a single person dated December 7, 2023 and recorded in the Office of the Recorder of Deeds of Boone County, Missouri in Book 8810, Page 182 the undersigned Trustee, at the request of the legal holder of said Note will on Friday, March 13, 2026 between the hours of 9:00 a.m. and 5:00 p.m., (at the specific time of 2:00 PM), at the South Front Door of the Court House, City of Columbia, County of Boone, State of Missouri, sell at public vendue to the highest bidder for cash the following described real estate, described in said Deed of Trust, and situated in Boone County, State of Missouri, to wit:
LOT TWENTY-NINE (29) OF FAIRWAY MEADOWS SUBDIVISION, BLOCK NO. 4 AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10, PAGE 60, RECORDS OF BOONE COUNTY, MISSOURI.

to satisfy said debt and cost.

MILLSAP & SINGER, P.C.,
Trustee
612 Spirit Drive
St. Louis, MO 63005
(636) 637-0110
File No:
228312, 031326, 465926 FC

NOTICE

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(b), no information concerning the collection of this debt may be given without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction. The debt collector is attempting to collect a debt and any information obtained will be used for that purpose.

PUBLISH ON: February 18, 2026 and continuing for a total of 21 consecutive publications with the last publication occurring on the date of the sale.

KONGMENG YANG
Notary Public
State of Wisconsin

Exhibit A

Property Address: 202 Snead Dr

Reference: 228312.031326.465926 FC - MC

File Name: Marshall

By: MC New Letters: 5 Total Letters: 5
--

Owner(s) as of 40 days prior to sale

Chrystal Marshall	202 Snead Dr	Columbia, MO 65202
Vance Johnson	202 Snead Dr	Columbia, MO 65202

Maker and Grantor named in Deed of Trust

Chrystal Marshall	202 Snead Dr	Columbia, MO 65202
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Others

Chrystal Marshall	2905 Lawnridge Court	Columbia, MO 65202
Spouse of, If any for Chrystal Marshall	202 Snead Dr	Columbia, MO 65202
Spouse of, If any for Vance Johnson	202 Snead Dr	Columbia, MO 65202

Wednesday, February 18, 2026

Page 1 of 1

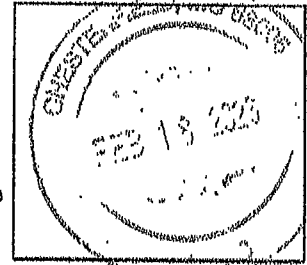
Recorded in Boone County, Missouri
04/03/2026 at 12:35:56 PM

Millsap & Singer
612 Spirit Drive
St. Louis, Missouri 63006
Phone: (636) 537-0110

228312.031326.465926 FC

Check type of Mail or Service

- | | |
|--|---|
| ☒ Certified | ☐ Recorded Delivery |
| ☐ COD | ☐ Registered |
| ☐ Delivery Confirmation | ☐ Return Receipt For Merchandise |
| ☐ Express Mail | ☐ Signature Confirmation |
| ☐ Insured | |



Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	RR Fee
1. 9214890126694720373889	Chrystal Marshall 202 Snead Dr Columbia, MO 65202	0.74	5.30	2.82
2. 9214890126694720373896	Chrystal Marshall 2906 Lawnridge Court Columbia, MO 65202	0.74	5.30	2.82
3. 9214890126694720373902	Spouse of, If any for Chrystal Marshall 202 Snead Dr Columbia, MO 65202	0.74	5.30	2.82
4. 9214890126694720373919	Spouse of, If any for Vance Johnson 202 Snead Dr Columbia, MO 65202	0.74	5.30	2.82
5. 9214890126694720373926	Vance Johnson 202 Snead Dr Columbia, MO 65202	0.74	5.30	2.82
Total Number of Pieces Listed by Sender 5	Total Number Of Pieces Received at Post Office 5	(5) Regular Mail Notices @\$0.74 (5) Certified Return Receipt notices @\$3.88 Total MC - RL		\$3.70 \$44.30 \$48.00

2/18/26 MC



202 Snead Dr

(Parcel 17-313-11-01-117.00 01)

Photographs taken 6/29/26 at 12:00 P.M.







VOSS Landscape & Tree Service

8501 N Hwy VV
Columbia, MO 65202

Estimate

Date	Estimate #
3/2/2026	3673

Name / Address	Customer Phone
Sara Carroll Boone County Department Public Health 1005 W. Worley St Columbia, MO 65203	(573)817-6489
	Customer E-mail
	sara.carroll@como.gov;Do...

			Project
Description	Qty	Cost	Total
Junk / Trash removal @ 202 Snead Dr			
Delivery Fee	1	255.00	255.00
Laborer	2.5	65.00	162.50
Laborer	2.5	65.00	162.50
Foreman	2.5	95.00	237.50
Machine	2.5	95.00	237.50
Tire Disposal Fee	1	50.00	50.00
Appliance Disposal Fee	1	50.00	50.00
Pull Fee to Landfill	1	255.00	255.00
Per Ton Disposal	1	85.00	85.00
Thank you for your business.			
Total			\$1,495.00

Customer Signature _____



I-70 Towing and Recovery

4201 I-70 Drive SE, Columbia MO 65201

Phone: (573) 449-3336 | Fax: (573) 449-1164 | Email: i70office@gmail.com

Quote # 1283

Created 2/25/2026

Columbia Health Department

1005 W. Worley St.

Columbia MO 65203

Reason Parking Enforcement

Contact Sara Carroll

Authorized by Columbia Health Department

1005 W. Worley St., Columbia MO 65203

Service Location 202 Snead Dr, Columbia, MO 65202, USA (202 Snead Drive)

Notes Can you provide an estimate for derelict vehicle removal for the above property?

I have attached photos for reference.

I am needing the enclosed trailer labeled "taco", the white Honda and the white Lincoln removed from the property at this time.

Year	Make	Model	Color	VIN	Plate	Odometer
-	Honda	-	White	-	-	-
-	Lincoln	-	White	-	-	-
-	TACO	-	-	-	-	-

Charge Description	Quantity	Price	Line Total
Tow/Hook Fee	1	\$95.00	\$95.00
Tow/Hook Fee	1	\$95.00	\$95.00
Tow/Hook Fee	1	\$1,250.00	\$1,250.00
		Subtotal	\$1,440.00
		Taxes	\$0.00
		Grand Total	\$1,440.00

I-70 Towing appreciates your business; if you have any questions regarding this invoice, please contact us at 573-449-3336 or email us at office@i70towing.com. Remember to send out a review in Google or Facebook!!

Signature: _____

USDOT: 3072877

VOSS Landscape & Tree Service

8501 N Hwy VV
Columbia, MO 65202

Estimate

Date	Estimate #
3/2/2026	3673

Name / Address	Customer Phone
Sara Carroll Boone County Department Public Health 1005 W. Worley St Columbia, MO 65203	(573)817-6489
	Customer E-mail
	sara.carroll@como.gov;Do...

			Project
Description	Qty	Cost	Total
Junk / Trash removal @ 202 Snead Dr			
Delivery Fee	1	255.00	255.00
Laborer	2.5	65.00	162.50
Laborer	2.5	65.00	162.50
Foreman	2.5	95.00	237.50
Machine	2.5	95.00	237.50
Tire Disposal Fee	1	50.00	50.00
Appliance Disposal Fee	1	50.00	50.00
Pull Fee to Landfill	1	255.00	255.00
Per Ton Disposal	1	85.00	85.00
Thank you for your business.			
Total			\$1,495.00

Customer Signature _____



I-70 Towing and Recovery

4201 I-70 Drive SE, Columbia MO 65201

Phone: (573) 449-3336 | Fax: (573) 449-1164 | Email: i70office@gmail.com

Quote # 1283

Created 2/25/2026

Columbia Health Department
1005 W. Worley St.
Columbia MO 65203

Reason Parking Enforcement

Contact Sara Carroll

Authorized by Columbia Health Department

1005 W. Worley St., Columbia MO 65203

Service Location 202 Snead Dr, Columbia, MO 65202, USA (202 Snead Drive)

Notes Can you provide an estimate for derelict vehicle removal for the above property?

I have attached photos for reference.

I am needing the enclosed trailer labeled "taco", the white Honda and the white Lincoln removed from the property at this time.

Year	Make	Model	Color	VIN	Plate	Odometer
-	Honda	-	White	-	-	-
-	Lincoln	-	White	-	-	-
-	TACO	-	-	-	-	-

Charge Description	Quantity	Price	Line Total
Tow/Hook Fee	1	\$95.00	\$95.00
Tow/Hook Fee	1	\$95.00	\$95.00
Tow/Hook Fee	1	\$1,250.00	\$1,250.00
		Subtotal	\$1,440.00
		Taxes	\$0.00
		Grand Total	\$1,440.00

I-70 Towing appreciates your business; If you have any questions regarding this Invoice, please contact us at 573-449-3336 or email us at office@i70towing.com. Remember to send out a review in Google or Facebook!!

Signature: _____

USDOT: 3072877

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20²⁶

County of Boone

} ea.

16thJuly
day of26
20

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Sub-Award Agreements. The terms of the agreements are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

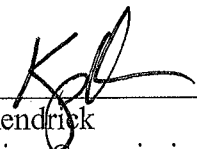
Done this 16th day of July 2026.

ATTEST:

Brianna L. Lennon

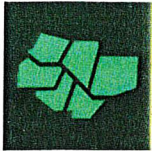
Brianna L. Lennon

Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner

 Janet M. Thompson
 District II Commissioner



Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

206 E. Broadway, PO Box 140, Ashland, MO 65010
573-657-9779

SUBAWARD AGREEMENT

DATE 07/01/2026	
FEDERAL IDENTIFICATION NUMBER EMW-2025-SS-05151	OHS CONTROL NUMBER 06-03
UEI NUMBER GKUHNXLX9MJJ3	

SUBRECIPIENT NAME Boone County Emergency Management Agency		FEDERAL AWARD DATE 01/30/2026	
ADDRESS 2145 County Dr			
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$4,527.22		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,527.22	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,527.22		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2025	PROJECT PERIOD TO 08/31/2028	FUNDING BY FY 2025 Homeland Security Grant Program (HSGP)	
PROJECT TITLE Boone County EMA Active Threat Exercise Kit		FUNDING BY FY 2025 Homeland Security Grant Program (HSGP)	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/Missouri Dept. of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias	NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-657-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymmo.org

SUMMARY DESCRIPTION OF PROJECT Purchase of active threat exercise kit (equipment and supplies).
--

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 07.16.2026

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

GRANT PROGRAM FY 2025 State Homeland Security Program (SHSP)	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2025-SS-05151-06-03	DATE 07/01/2026
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

1. **Acknowledgement of Federal Funding from DHS:** Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
2. **Activities Conducted Abroad:** Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.
3. **Age Discrimination Act of 1975:** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
4. **Americans with Disabilities Act of 1990:** Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
5. **Anti-Discrimination:** Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

1) Definitions. As used in this clause –

- a) DEI means “diversity, equity, and inclusion.”
- b) DEIA means “diversity, equity, inclusion, and accessibility.”
- c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

2) Grant award certification.

- a) By accepting the grant subaward, subrecipients are certifying that:
 - i. They do not, and will not during the term of this financial assistance subaward, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - ii. They do not engage in and will not during the term of this subaward engage in, a discriminatory prohibited boycott.
 - iii. They do not, and will not during the term of this subaward, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

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- 3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance subawards if the Secretary of Homeland Security or her designee determines that the subrecipient has violated any provision of subsection 2).
- 4) Upon suspension or termination under subsection 3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
6. **Best Practices for Collection and Use of Personally Identifiable Information (PII):** Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
7. **Build America, Buy America Act (BABA) Required Contract Provision & Self-Certification:** In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Projects, and Construction Materials, subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.
8. **CHIPS and Science Act of 2022, Public Law 117-167 CHIPS:**
 - 1) Subrecipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the subrecipient institution.
 - 2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a subrecipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - a) Award number
 - b) Name of PI or Co-PI being reported
 - c) Subawardee name
 - d) Subawardee address
 - e) AOR name, title, phone, and email address
 - f) Indication of the report type:
 - i. Finding or determination has been made that the reported individual violated subawardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - ii. Imposition of an administrative or disciplinary action by the subrecipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of subrecipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

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- iii. The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

3) Definitions.

- a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- c) A "reported individual" refers to subrecipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

9. **Civil Rights Act of 1964 – Title VI:** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
10. **Civil Rights Act of 1968:** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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11. **Communication and Cooperation with the Department of Homeland Security and Immigration Officials:**

- 1) All subrecipients of funds under this subaward must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - ii. maintaining such information; or
 - iii. exchanging such information with any other Federal, State, or local government entity;
 - b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
- 2) The subrecipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the subrecipient agrees that it will require any sub-subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this subaward.
- 3) The subrecipient agrees that compliance with this term is material to the Government's decision to make or continue with this subaward and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the subrecipient fails to comply with this term.

12. **Copyright:** Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a

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federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

13. **Debarment and Suspension:** Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
14. **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this subaward is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the subrecipient must request instructions from DPS/OHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e).
15. **Drug-Free Workplace Regulations:** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
16. **Duplicative Costs:** Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
17. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX:** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
18. **Energy Policy and Conservation Act:** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
19. **Environmental Planning and Historic Preservation (EHP) Review:** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean

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Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders.

General guidance for FEMA's EHP process is available on the DHS/FEMA Website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact the DPS/OHS staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the DPS/OHS, if applicable, and DHS/FEMA.

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine to determine what measures can be taken to minimize future damages to the floodplain or wetland.

20. **Equal Treatment of Faith-Based Organizations:** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
21. **False Claims Act and Program Fraud Civil Remedies:** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
22. **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
23. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
24. **Fly America Act of 1974:** Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued

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by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

25. **General Acknowledgements and Assurances:** Subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
 - II. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
 - III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
 - IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or DHS Component program guidance.
26. **Hotel and Motel Fire Safety Act of 1990:** Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
27. **John S. McCain National Defense Authorization Act of Fiscal Year 2019:** Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS subrecipients, their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
28. **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
29. **Lobbying Prohibitions:** Subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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30. **National Environmental Policy Act:** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
31. **National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254:**
- 1) Subrecipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - a) cybersecurity;
 - b) foreign travel security;
 - c) research security training; and
 - d) export control training, as appropriate.
 - 2) Definition. "Covered Institutions" means subrecipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."
32. **Non-Applicability of Specific Agreement Articles:** Notwithstanding its inclusion in this subaward package, the following Agreement Articles does not apply to this grant subaward: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this subaward. Refer to the Notice of Funding Opportunity for the terms governing award termination.
33. **Non-Supplanting Requirement:** Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
34. **Notice of Funding Opportunity Requirements:** All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
35. **Patents and Intellectual Property Rights:** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

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36. **Presidential Executive Orders:** Subrecipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
37. **Procurement of Recovered Materials:** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962.) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
38. **Rehabilitation Act of 1973:** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
39. **Reporting Recipient Integrity and Performance Matters:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
40. **Reporting Subawards and Executive Compensation:** For federal awards that total or exceed \$30,000, subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.
41. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials:**
- 1) Subrecipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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- 2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- 3) Waivers: When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.
 - a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - i. Applying the domestic content procurement preference would be inconsistent with public interest;
 - ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
 - b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
 - c) There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.
- 4) Definitions: The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated here by reference.
42. **SAFECOM:** Subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).
43. **State Homeland Security Program: Compliance with Federal Immigration Law:** The following term applies to State Homeland Security Program funding under this subaward:
 - 1) Prohibition

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- a) The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and conditions applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)).
- b) The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state territorial, or local recipient, must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward until on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations.
- c) The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to c of this term and condition.

2) Certification

- a) The state, territorial, or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - i. They will comply with the requirements of 8 U.S.C. §§1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful, or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - 1) Sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - 2) Maintaining such information;

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- 3) Exchanging such information with any other Federal, state, or local government entity
- ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 entity
 - iii. They comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(a)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes.
 - iv. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance.
 - v. They will provide access to detainees , such as when an immigration officer seeks to interview a person who might be a removable alien.
 - vi. They will not leak or otherwise publicize the existence of an immigration enforcement operation.
- b) The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward.

3) Materiality and Remedies for Noncompliance

This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

44. **State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction:** The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect:

- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;
- 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and

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- 3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
45. **State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles:** The following term applies to State Homeland Security Program funding under this subaward: Notwithstanding their inclusion in this subaward package, the following terms and Agreement Articles do not apply to this grant subaward:
- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package; and
 - 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package.
46. **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction:** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect:
- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;
 - 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and
 - 3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
47. **Subrecipient Monitoring and Management:** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
48. **Summary Description of Award and Subprograms:** The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.
49. **System for Award Management and Unique Entity Identifier Requirements:** Subrecipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the

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System for Award Management and Unique Entity Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

50. Termination of a Federal Award:

- 1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
 - a) If the recipient fails to comply with the terms and conditions of the federal award;
 - b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- 2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
- 3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
- 4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344 and 200.345 after an award is terminated.

51. **Terrorist Financing:** Subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals, and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

52. **Trafficking Victims Protection Act of 2000 (TVPA):** Subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is located at 2 C.F.R. §175.15, the full text of which is incorporated by reference.

53. **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56:** Subrecipients must comply with requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

54. **Use of DHS Seal, Logo and Flags:** Subrecipients must obtain permission from DHS prior to using the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

55. **Whistleblower Protection Act:** Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 470141 U.S.C. § 4712.

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56. **Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific:** By accepting this subaward, the subrecipient agrees:

- a. **Allowable Costs:** The subrecipient understands that only allowable items in the approved budget will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than 45 days after the last day of the project period. (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The subrecipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
- b. **Award Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the DPS/OHS. No additional funding shall be awarded to a subrecipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.
- c. **Award Document Changes:** In the event DPS/OHS determines that changes are necessary to the subaward document after the subaward has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.
- d. **Body Armor:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.
- e. **Body Armor Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
- f. **Body-Worn Camera Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
- g. **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American

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Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

- h. **Buy Missouri:** The subrecipient acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
- i. **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.
- j. **Compliance Workshop:** As a subrecipient of federal and/or state funds, the subrecipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- k. **Contractual Services:** For contractual services the following general requirements will be followed when subcontracting for work or services contained in this subaward:
 - i. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - ii. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
- l. **Criminal Activity:** The subrecipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
- m. **Data Reporting Requirements:** The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
- n. **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

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- o. **Duplicative Funding:** The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the subrecipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.
- p. **Emergency Medical Service (EMS) Agency Requirements:** Emergency Medical Service (EMS) agencies must be compliant with the requirements listed below, as applicable and must maintain compliance throughout the period of performance.
- i. **Section 190.105 RSMo Ambulance License:** Pursuant to [Section 190.105 RSMo](#), no person, either as owner, agency or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of the transportation of patients by ambulance in the air, upon the streets, alleys, or any public way or place of the state of Missouri unless such person holds a currently valid license from the department for an ambulance service pursuant to the provisions of sections 190.001 RSMo to 190.245.
 - ii. **Section 190.133 RSMo Emergency Medical Response Agency License:** Pursuant to [Section 190.133\(4\) RSMo](#), no person or entity shall hold itself out as an emergency medical response agency that provides advanced life support or provide the services of an emergency medical response agency that provides advanced life support unless such person or entity is licensed by the state of Missouri Department of Health and Senior Services.
- q. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- r. **Enforceability:** If a subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds subawarded under the subaward or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

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- s. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this subaward by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- t. **Equipment/Supplies Usage & Maintenance:** Subrecipients purchasing equipment and/or supplies under this subaward must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft. Minimum adequate safeguards include the following:
 - i. Subrecipients must promptly and properly investigate and fully document any loss, damage, or theft, make the documentation part of the official project records, and report the incident to the DPS/OHS within 30 days.
 - ii. Subrecipients must provide at a minimum, the equivalent insurance coverage for equipment and/or supplies acquired with federal grant funds that the subrecipient owns.
 - iii. Subrecipients must develop adequate maintenance procedures to keep equipment and/or supplies in mission ready condition.
 - iv. Subrecipients are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- u. **Equipment Inventory:** Subrecipients are required to maintain proper inventory records as referenced in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants on all equipment purchased under this subaward. Inventory records must be maintained for the lifespan of the equipment, until disposition approval has been given by the DPS/OHS. Additionally, the subrecipient is required to coordinate with their respective region's Regional Planning Commission (RPC)/Council of Governments (COG) to ensure proper verification of inventory as requested.
- v. **Equipment Tags:** All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Program funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- w. **Fair Labor Standard Act:** All subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.
- x. **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program. Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the subaward.
- y. **Fire Agency Requirements:** Fire agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

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- i. Section 320.271 RSMo Fire Department Registration: Pursuant to [Section 320.271 RSMo](#), all fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008 and annually thereafter, a fire department registration form provided by the state fire marshal.
- z. **Fund Availability**: The subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The subrecipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.
- aa. **Generator Prior Approval**: The purchase of any generator requires prior approval from the DPS/OHS. Documentation must be submitted that clearly depicts the full scope of the project and proves the equipment is a deployable resource.
- bb. **Governing Directives**: The subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the SHSP Notice of Funding Opportunity, the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, DHS Grant Programs Directorate Information Bulletins, and other applicable state laws or regulations.
- cc. **Interoperability Equipment**: To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at <https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf>. The Missouri Interoperability Center will review all communications equipment to ensure compliance with the Radio Interoperability Guidelines.
- dd. **Law Enforcement Agency Requirements**: Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- i. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.
- ii. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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- iii. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.
- iv. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.
- v. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- vi. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.
- ee. **License Plate Readers (LPRs)**: Subrecipients purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - i. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - ii. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - iii. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - iv. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - v. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

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- vi. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - vii. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
 - ff. **Lobbying:** The subrecipient understands and agrees that state and/or federal funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
 - gg. **Missouri Office of Homeland Security, Division of Grants, Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS grant programs.
 - hh. **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
 - ii. **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.
- In accepting this subaward, the subrecipient:
- i. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.
- jj. **Non-Supplanting:** The subrecipient assures that state and/or federal funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be

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used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

- kk. **Pass-Through Entities:** If a subrecipient is a pass-through entity, copies of signed sub-subaward agreements are due to the DPS/OHS prior to the start of any project.
- ll. **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide" and identified here:
- i. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - ii. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - iii. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - iv. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - v. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - vi. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the DPS/OHS.
- mm. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.
- nn. **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
- oo. **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

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pp. **Reporting Potential Fraud, Waste, and Abuse:** The subrecipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The subrecipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- i. Submitted a claim that violates the False Claims Act; or
- ii. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of Homeland Security
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsgrants@dps.mo.gov
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

- qq. **Status Reports:** Status Reports are required to be submitted to the DPS/OHS through the WebGrants System by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. The Final Status Report is due to DPS/OHS within 45 days after the end of the project period.
- rr. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.
- ss. **Suspension/Debarment:** The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
- tt. **Suspension/Termination of Award:** The DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the award shall, at the option of the DPS/OHS, become property of

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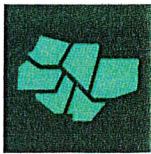
the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

- uu. **Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR):** The subrecipient shall participate in the development and submission of their respective regional THIRA and/or SPR. Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
- vv. **Turnout Gear Maintenance Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the DPS/OHS at the time of claim submission.
- ww. **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
- xx. **WebEOC:** Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors, and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for mutual aid needs.

57. **Agency Specific Special Conditions:** None.

58. **Project Budget Summary:**

Boone County EMA Active Threat Exercise Kit	EMW-2025-SS-05151-06-03	\$4,527.22
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Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

206 E. Broadway, PO Box 140, Ashland, MO 65010
573-657-9779

SUBAWARD AGREEMENT

DATE 07/01/2026	
FEDERAL IDENTIFICATION NUMBER EMW-2025-SS-05151	OHS CONTROL NUMBER 06-04

SUBRECIPIENT NAME Boone County Emergency Management Agency		UEI NUMBER GKUHNXLX9MJJ3	
ADDRESS 2145 County Dr			
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$900.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$900.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$900.00		TOTAL APPROVED COST SHARING OR MATCHING \$0.00	
PROJECT PERIOD FROM 09/01/2025	PROJECT PERIOD TO 08/31/2028	FEDERAL AWARD DATE 01/30/2026	
PROJECT TITLE Boone County EMA Badging Subscription		FUNDED BY FY 2025 Homeland Security Grant Program (HSGP)	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/Missouri Dept. of Public Safety/Mid-Missouri Regional Planning Commission	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias		NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org		ADDRESS (If different from above)	
TELEPHONE 573-657-9779		CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymmo.org	

SUMMARY DESCRIPTION OF PROJECT
Purchase of renewal of one year subscription to RapidTag badging.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 07.16.2026

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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1. **Acknowledgement of Federal Funding from DHS:** Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
2. **Activities Conducted Abroad:** Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.
3. **Age Discrimination Act of 1975:** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
4. **Americans with Disabilities Act of 1990:** Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
5. **Anti-Discrimination:** Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

1) Definitions. As used in this clause –

- a) DEI means "diversity, equity, and inclusion."
- b) DEIA means "diversity, equity, inclusion, and accessibility."
- c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

2) Grant award certification.

- a) By accepting the grant subaward, subrecipients are certifying that:
 - i. They do not, and will not during the term of this financial assistance subaward, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - ii. They do not engage in and will not during the term of this subaward engage in, a discriminatory prohibited boycott.
 - iii. They do not, and will not during the term of this subaward, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

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- 3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance subawards if the Secretary of Homeland Security or her designee determines that the subrecipient has violated any provision of subsection 2).
- 4) Upon suspension or termination under subsection 3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
6. **Best Practices for Collection and Use of Personally Identifiable Information (PII):** Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
7. **Build America, Buy America Act (BABA) Required Contract Provision & Self-Certification:** In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Projects, and Construction Materials, subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.
8. **CHIPS and Science Act of 2022, Public Law 117-167 CHIPS:**
 - 1) Subrecipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the subrecipient institution.
 - 2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a subrecipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - a) Award number
 - b) Name of PI or Co-PI being reported
 - c) Subawardee name
 - d) Subawardee address
 - e) AOR name, title, phone, and email address
 - f) Indication of the report type:
 - i. Finding or determination has been made that the reported individual violated subawardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - ii. Imposition of an administrative or disciplinary action by the subrecipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of subrecipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

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- iii. The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

3) Definitions.

- a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- c) A "reported individual" refers to subrecipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

9. **Civil Rights Act of 1964 – Title VI:** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
10. **Civil Rights Act of 1968:** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials:

- 1) All subrecipients of funds under this subaward must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - ii. maintaining such information; or
 - iii. exchanging such information with any other Federal, State, or local government entity;
 - b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
- 2) The subrecipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the subrecipient agrees that it will require any sub-subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this subaward.
- 3) The subrecipient agrees that compliance with this term is material to the Government's decision to make or continue with this subaward and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the subrecipient fails to comply with this term.

12. **Copyright:** Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a

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federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

13. **Debarment and Suspension:** Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
14. **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this subaward is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the subrecipient must request instructions from DPS/OHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e).
15. **Drug-Free Workplace Regulations:** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
16. **Duplicative Costs:** Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
17. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX:** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
18. **Energy Policy and Conservation Act:** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
19. **Environmental Planning and Historic Preservation (EHP) Review:** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean

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Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders.

General guidance for FEMA's EHP process is available on the DHS/FEMA Website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact the DPS/OHS staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the DPS/OHS, if applicable, and DHS/FEMA.

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

20. **Equal Treatment of Faith-Based Organizations:** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
21. **False Claims Act and Program Fraud Civil Remedies:** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
22. **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
23. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
24. **Fly America Act of 1974:** Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued

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by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

25. **General Acknowledgements and Assurances:** Subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
 - II. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
 - III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
 - IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or DHS Component program guidance.
26. **Hotel and Motel Fire Safety Act of 1990:** Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
27. **John S. McCain National Defense Authorization Act of Fiscal Year 2019:** Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS subrecipients, their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
28. **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
29. **Lobbying Prohibitions:** Subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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30. **National Environmental Policy Act:** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
31. **National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254:**
- 1) Subrecipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - a) cybersecurity;
 - b) foreign travel security;
 - c) research security training; and
 - d) export control training, as appropriate.
 - 2) Definition. "Covered Institutions" means subrecipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."
32. **Non-Applicability of Specific Agreement Articles:** Notwithstanding its inclusion in this subaward package, the following Agreement Articles does not apply to this grant subaward: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this subaward. Refer to the Notice of Funding Opportunity for the terms governing award termination.
33. **Non-Supplanting Requirement:** Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
34. **Notice of Funding Opportunity Requirements:** All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
35. **Patents and Intellectual Property Rights:** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

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36. **Presidential Executive Orders:** Subrecipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
37. **Procurement of Recovered Materials:** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962.) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
38. **Rehabilitation Act of 1973:** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
39. **Reporting Recipient Integrity and Performance Matters:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
40. **Reporting Subawards and Executive Compensation:** For federal awards that total or exceed \$30,000, subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.
41. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials:**
- 1) Subrecipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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- 2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- 3) Waivers: When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.
 - a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - i. Applying the domestic content procurement preference would be inconsistent with public interest;
 - ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
 - b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
 - c) There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.
- 4) Definitions: The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated here by reference.
42. **SAFECOM:** Subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).
43. **State Homeland Security Program: Compliance with Federal Immigration Law:** The following term applies to State Homeland Security Program funding under this subaward:

- 1) Prohibition

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- a) The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and conditions applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)).
- b) The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient, must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward until on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations.
- c) The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to c of this term and condition.

2) Certification

- a) The state, territorial, or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - i. They will comply with the requirements of 8 U.S.C. §§1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful, or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - 1) Sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - 2) Maintaining such information;

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- 3) Exchanging such information with any other Federal, state, or local government entity
- ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 entity
 - iii. They comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(a)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes.
 - iv. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance.
 - v. They will provide access to detainees , such as when an immigration officer seeks to interview a person who might be a removable alien.
 - vi. They will not leak or otherwise publicize the existence of an immigration enforcement operation.
- b) The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward.

3) Materiality and Remedies for Noncompliance

This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

44. **State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction:** The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect:

- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;
- 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and

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- 3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
45. **State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles:** The following term applies to State Homeland Security Program funding under this subaward: Notwithstanding their inclusion in this subaward package, the following terms and Agreement Articles do not apply to this grant subaward:
- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package; and
 - 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package.
46. **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction:** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect:
- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;
 - 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and
 - 3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
47. **Subrecipient Monitoring and Management:** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
48. **Summary Description of Award and Subprograms:** The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.
49. **System for Award Management and Unique Entity Identifier Requirements:** Subrecipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the

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System for Award Management and Unique Entity Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

50. **Termination of a Federal Award:**

- 1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
 - a) If the recipient fails to comply with the terms and conditions of the federal award;
 - b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- 2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
- 3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
- 4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344 and 200.345 after an award is terminated.

51. **Terrorist Financing:** Subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals, and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

52. **Trafficking Victims Protection Act of 2000 (TVPA):** Subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is located at 2 C.F.R. §175.15, the full text of which is incorporated by reference.

53. **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56:** Subrecipients must comply with requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

54. **Use of DHS Seal, Logo and Flags:** Subrecipients must obtain permission from DHS prior to using the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

55. **Whistleblower Protection Act:** Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 470141 U.S.C. § 4712.

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56. **Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific:** By accepting this subaward, the subrecipient agrees:

- a. **Allowable Costs:** The subrecipient understands that only allowable items in the approved budget will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than 45 days after the last day of the project period. (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The subrecipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
- b. **Award Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the DPS/OHS. No additional funding shall be awarded to a subrecipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.
- c. **Award Document Changes:** In the event DPS/OHS determines that changes are necessary to the subaward document after the subaward has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.
- d. **Body Armor:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.
- e. **Body Armor Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
- f. **Body-Worn Camera Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
- g. **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American

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Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

- h. **Buy Missouri:** The subrecipient acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
- i. **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.
- j. **Compliance Workshop:** As a subrecipient of federal and/or state funds, the subrecipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- k. **Contractual Services:** For contractual services the following general requirements will be followed when subcontracting for work or services contained in this subaward:
 - i. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - ii. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
- l. **Criminal Activity:** The subrecipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
- m. **Data Reporting Requirements:** The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
- n. **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

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- o. **Duplicative Funding:** The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the subrecipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.
- p. **Emergency Medical Service (EMS) Agency Requirements:** Emergency Medical Service (EMS) agencies must be compliant with the requirements listed below, as applicable and must maintain compliance throughout the period of performance.
- i. **Section 190.105 RSMo Ambulance License:** Pursuant to [Section 190.105 RSMo](#), no person, either as owner, agency or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of the transportation of patients by ambulance in the air, upon the streets, alleys, or any public way or place of the state of Missouri unless such person holds a currently valid license from the department for an ambulance service pursuant to the provisions of sections 190.001 RSMo to 190.245.
 - ii. **Section 190.133 RSMo Emergency Medical Response Agency License:** Pursuant to [Section 190.133\(4\) RSMo](#), no person or entity shall hold itself out as an emergency medical response agency that provides advanced life support or provide the services of an emergency medical response agency that provides advanced life support unless such person or entity is licensed by the state of Missouri Department of Health and Senior Services.
- q. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- r. **Enforceability:** If a subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds subawarded under the subaward or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

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- s. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this subaward by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- t. **Equipment/Supplies Usage & Maintenance:** Subrecipients purchasing equipment and/or supplies under this subaward must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft. Minimum adequate safeguards include the following:
- i. Subrecipients must promptly and properly investigate and fully document any loss, damage, or theft, make the documentation part of the official project records, and report the incident to the DPS/OHS within 30 days.
 - ii. Subrecipients must provide at a minimum, the equivalent insurance coverage for equipment and/or supplies acquired with federal grant funds that the subrecipient owns.
 - iii. Subrecipients must develop adequate maintenance procedures to keep equipment and/or supplies in mission ready condition.
 - iv. Subrecipients are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- u. **Equipment Inventory:** Subrecipients are required to maintain proper inventory records as referenced in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants on all equipment purchased under this subaward. Inventory records must be maintained for the lifespan of the equipment, until disposition approval has been given by the DPS/OHS. Additionally, the subrecipient is required to coordinate with their respective region's Regional Planning Commission (RPC)/Council of Governments (COG) to ensure proper verification of inventory as requested.
- v. **Equipment Tags:** All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Program funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- w. **Fair Labor Standard Act:** All subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.
- x. **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program. Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the subaward.
- y. **Fire Agency Requirements:** Fire agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

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- i. Section 320.271 RSMo Fire Department Registration: Pursuant to [Section 320.271 RSMo](#), all fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008 and annually thereafter, a fire department registration form provided by the state fire marshal.

- z. **Fund Availability**: The subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The subrecipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.

- aa. **Generator Prior Approval**: The purchase of any generator requires prior approval from the DPS/OHS. Documentation must be submitted that clearly depicts the full scope of the project and proves the equipment is a deployable resource.

- bb. **Governing Directives**: The subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the SHSP Notice of Funding Opportunity, the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, DHS Grant Programs Directorate Information Bulletins, and other applicable state laws or regulations.

- cc. **Interoperability Equipment**: To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at <https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf>. The Missouri Interoperability Center will review all communications equipment to ensure compliance with the Radio Interoperability Guidelines.

- dd. **Law Enforcement Agency Requirements**: Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - i. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.

 - ii. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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- iii. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.
- iv. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.
- v. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- vi. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.
- ee. **License Plate Readers (LPRs)**: Subrecipients purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - i. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - ii. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - iii. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - iv. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - v. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

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- vi. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
- vii. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
- ff. **Lobbying:** The subrecipient understands and agrees that state and/or federal funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
- gg. **Missouri Office of Homeland Security, Division of Grants, Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS grant programs.
- hh. **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
- ii. **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this subaward, the subrecipient:

- i. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.
- jj. **Non-Supplanting:** The subrecipient assures that state and/or federal funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be

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used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

- kk. **Pass-Through Entities:** If a subrecipient is a pass-through entity, copies of signed sub-subaward agreements are due to the DPS/OHS prior to the start of any project.
- ll. **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide" and identified here:
- i. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - ii. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - iii. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - iv. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - v. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - vi. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the DPS/OHS.
- mm. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.
- nn. **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
- oo. **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

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pp. **Reporting Potential Fraud, Waste, and Abuse:** The subrecipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The subrecipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- i. Submitted a claim that violates the False Claims Act; or
- ii. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of Homeland Security
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsgrants@dps.mo.gov
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

- qq. **Status Reports:** Status Reports are required to be submitted to the DPS/OHS through the WebGrants System by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. The Final Status Report is due to DPS/OHS within 45 days after the end of the project period.
- rr. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.
- ss. **Suspension/Debarment:** The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
- tt. **Suspension/Termination of Award:** The DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the award shall, at the option of the DPS/OHS, become property of

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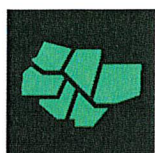
the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

- uu. **Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR):** The subrecipient shall participate in the development and submission of their respective regional THIRA and/or SPR. Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
- vv. **Turnout Gear Maintenance Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the DPS/OHS at the time of claim submission.
- ww. **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
- xx. **WebEOC:** Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors, and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for mutual aid needs.

57. **Agency Specific Special Conditions:** None.

58. **Project Budget Summary:**

Boone County EMA Badging Subscription	EMW-2025-SS-05151-06-04	\$900.00
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Mid-MO Regional Planning Commission

BOONE | CALLAWAY | COLE | COOPER | HOWARD | MONITEAU

206 E. Broadway, PO Box 140, Ashland, MO 65010
573-657-9779

SUBAWARD AGREEMENT

DATE 07/01/2026	
FEDERAL IDENTIFICATION NUMBER EMW-2025-SS-05151	OHS CONTROL NUMBER 06-05
SUBRECIPIENT NAME Boone County Emergency Management Agency	
UEI NUMBER GKUHNXLX9MJJ3	
ADDRESS 2145 County Dr	
CITY Columbia	STATE MO
ZIP CODE 65202	
TOTAL AMOUNT OF THE FEDERAL AWARD \$2,500.00	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$2,500.00
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$2,500.00	TOTAL APPROVED COST SHARING OR MATCHING \$0.00
PROJECT PERIOD FROM 09/01/2025	PROJECT PERIOD TO 08/31/2028
FEDERAL AWARD DATE 01/30/2026	
PROJECT TITLE Boone County EMA IST Laptops	
FUNDED BY FY 2025 Homeland Security Grant Program (HSGP)	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY DHS/FEMA/Missouri Dept. of Public Safety/Mid-Missouri Regional Planning Commission
IS THIS AWARD R&D YES ☐ NO ☒	
INDIRECT COST RATE YES ☐ NO ☒ AMOUNT	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement

CONTACT INFORMATION

(AGENCY) GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Bias	NAME Della Luster	
E-MAIL ADDRESS beckybias@midmorpc.org	ADDRESS (If different from above)	
TELEPHONE 573-657-9779	CITY, STATE AND ZIP CODE	
PROGRAM MANAGER David Bock	TELEPHONE 573-554-7907	E-MAIL ADDRESS dluster@boonecountymo.org

SUMMARY DESCRIPTION OF PROJECT

Purchase of two replacement laptop computers with upgraded processor speed, increased RAM, and updated operating system to support GIS mapping, emergency management applications, interoperable communications software, and mapping platforms used by the Region F IST.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF RPC/COG OFFICIAL David Bock, Executive Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Kip Kendrick, Presiding Commissioner	
SIGNATURE OF APPROVING RPC/COG OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 07-16-2026

SUBRECIPIENT AUTHORIZED OFFICIAL

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

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1. **Acknowledgement of Federal Funding from DHS:** Subrecipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
2. **Activities Conducted Abroad:** Subrecipients must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.
3. **Age Discrimination Act of 1975:** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
4. **Americans with Disabilities Act of 1990:** Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
5. **Anti-Discrimination:** Subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

1) Definitions. As used in this clause –

- a) DEI means "diversity, equity, and inclusion."
- b) DEIA means "diversity, equity, inclusion, and accessibility."
- c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

2) Grant award certification.

- a) By accepting the grant subaward, subrecipients are certifying that:
 - i. They do not, and will not during the term of this financial assistance subaward, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
 - ii. They do not engage in and will not during the term of this subaward engage in, a discriminatory prohibited boycott.
 - iii. They do not, and will not during the term of this subaward, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

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- 3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance subawards if the Secretary of Homeland Security or her designee determines that the subrecipient has violated any provision of subsection 2).
- 4) Upon suspension or termination under subsection 3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
6. **Best Practices for Collection and Use of Personally Identifiable Information (PII):** Subrecipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
7. **Build America, Buy America Act (BABA) Required Contract Provision & Self-Certification:** In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Projects, and Construction Materials, subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.
8. **CHIPS and Science Act of 2022, Public Law 117-167 CHIPS:**
 - 1) Subrecipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the subrecipient institution.
 - 2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a subrecipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:
 - a) Award number
 - b) Name of PI or Co-PI being reported
 - c) Subawardee name
 - d) Subawardee address
 - e) AOR name, title, phone, and email address
 - f) Indication of the report type:
 - i. Finding or determination has been made that the reported individual violated subawardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.
 - ii. Imposition of an administrative or disciplinary action by the subrecipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of subrecipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

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- iii. The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

3) Definitions.

- a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.
- b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.
- c) A "reported individual" refers to subrecipient personnel who have been reported to a federal agency for potential sexual harassment violations.
- d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual-nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

9. **Civil Rights Act of 1964 – Title VI:** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

10. **Civil Rights Act of 1968:** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

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11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials:

- 1) All subrecipients of funds under this subaward must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - ii. maintaining such information; or
 - iii. exchanging such information with any other Federal, State, or local government entity;
 - b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
- 2) The subrecipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the subrecipient agrees that it will require any sub-subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this subaward.
- 3) The subrecipient agrees that compliance with this term is material to the Government's decision to make or continue with this subaward and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the subrecipient fails to comply with this term.

12. **Copyright:** Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a

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federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

13. **Debarment and Suspension:** Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations prohibit subrecipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
14. **Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this subaward is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the subrecipient must request instructions from DPS/OHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e).
15. **Drug-Free Workplace Regulations:** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
16. **Duplicative Costs:** Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
17. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX:** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
18. **Energy Policy and Conservation Act:** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
19. **Environmental Planning and Historic Preservation (EHP) Review:** DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean

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Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders.

General guidance for FEMA's EHP process is available on the DHS/FEMA Website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact the DPS/OHS staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the DPS/OHS, if applicable, and DHS/FEMA.

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

20. **Equal Treatment of Faith-Based Organizations:** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
21. **False Claims Act and Program Fraud Civil Remedies:** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
22. **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
23. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Subrecipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
24. **Fly America Act of 1974:** Subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued

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by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

25. **General Acknowledgements and Assurances:** Subrecipients are required to follow the applicable revisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All subrecipients must acknowledge and agree to provide DHS/DPS/OHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Subrecipients must cooperate with any DHS/DPS/OHS compliance reviews or compliance investigations.
- II. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
- IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions and/or DHS Component program guidance.

26. **Hotel and Motel Fire Safety Act of 1990:** Subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

27. **John S. McCain National Defense Authorization Act of Fiscal Year 2019:** Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS subrecipients, their contractors, and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

28. **Limited English Proficiency (Civil Rights Act of 1964, Title VI):** Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

29. **Lobbying Prohibitions:** Subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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30. **National Environmental Policy Act:** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) NEPA and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
31. **National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254:**
- 1) Subrecipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:
 - a) cybersecurity;
 - b) foreign travel security;
 - c) research security training; and
 - d) export control training, as appropriate.
 - 2) Definition. "Covered Institutions" means subrecipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."
32. **Non-Applicability of Specific Agreement Articles:** Notwithstanding its inclusion in this subaward package, the following Agreement Articles does not apply to this grant subaward: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this subaward. Refer to the Notice of Funding Opportunity for the terms governing award termination.
33. **Non-Supplanting Requirement:** Subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
34. **Notice of Funding Opportunity Requirements:** All of the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
35. **Patents and Intellectual Property Rights:** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

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36. **Presidential Executive Orders:** Subrecipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
37. **Procurement of Recovered Materials:** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962.) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
38. **Rehabilitation Act of 1973:** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
39. **Reporting Recipient Integrity and Performance Matters:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
40. **Reporting Subawards and Executive Compensation:** For federal awards that total or exceed \$30,000, subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.
41. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials:**
- 1) Subrecipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

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- 2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- 3) Waivers: When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the subrecipient for information on the process for requesting a waiver from these requirements.
- a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - i. Applying the domestic content procurement preference would be inconsistent with public interest;
 - ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
 - b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
 - c) There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.
- 4) Definitions: The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated here by reference.
42. **SAFECOM:** Subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).
43. **State Homeland Security Program: Compliance with Federal Immigration Law:** The following term applies to State Homeland Security Program funding under this subaward:
- 1) Prohibition

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- a) The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and conditions applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)).
- b) The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state territorial, or local recipient, must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward until on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations.
- c) The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to c of this term and condition.

2) Certification

- a) The state, territorial, or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - i. They will comply with the requirements of 8 U.S.C. §§1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful, or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - 1) Sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - 2) Maintaining such information;

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- 3) Exchanging such information with any other Federal, state, or local government entity
- ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 entity
 - iii. They comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(a)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes.
 - iv. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance.
 - v. They will provide access to detainees , such as when an immigration officer seeks to interview a person who might be a removable alien.
 - vi. They will not leak or otherwise publicize the existence of an immigration enforcement operation.
- b) The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward.

3) Materiality and Remedies for Noncompliance

This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

44. **State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction:** The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect:

- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;
- 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and

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- 3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
45. **State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles:** The following term applies to State Homeland Security Program funding under this subaward: Notwithstanding their inclusion in this subaward package, the following terms and Agreement Articles do not apply to this grant subaward:
- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package; and
 - 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package.
46. **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction:** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect:
- 1) Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this subaward package;
 - 2) Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this subaward package; and
 - 3) The "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
47. **Subrecipient Monitoring and Management:** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
48. **Summary Description of Award and Subprograms:** The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.
49. **System for Award Management and Unique Entity Identifier Requirements:** Subrecipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the

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System for Award Management and Unique Entity Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated by reference.

50. **Termination of a Federal Award:**

- 1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:
 - a) If the recipient fails to comply with the terms and conditions of the federal award;
 - b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- 2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
- 3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
- 4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344 and 200.345 after an award is terminated.

51. **Terrorist Financing:** Subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals, and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

52. **Trafficking Victims Protection Act of 2000 (TVPA):** Subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is located at 2 C.F.R. §175.15, the full text of which is incorporated by reference.

53. **Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56:** Subrecipients must comply with requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

54. **Use of DHS Seal, Logo and Flags:** Subrecipients must obtain permission from DHS prior to using the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

55. **Whistleblower Protection Act:** Subrecipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 470141 U.S.C. § 4712.

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56. **Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific:** By accepting this subaward, the subrecipient agrees:

- a. **Allowable Costs:** The subrecipient understands that only allowable items in the approved budget will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than 45 days after the last day of the project period. (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The subrecipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
- b. **Award Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the DPS/OHS. No additional funding shall be awarded to a subrecipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.
- c. **Award Document Changes:** In the event DPS/OHS determines that changes are necessary to the subaward document after the subaward has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.
- d. **Body Armor:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.
- e. **Body Armor Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
- f. **Body-Worn Camera Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
- g. **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American

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Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

- h. **Buy Missouri:** The subrecipient acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
- i. **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.
- j. **Compliance Workshop:** As a subrecipient of federal and/or state funds, the subrecipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
- k. **Contractual Services:** For contractual services the following general requirements will be followed when subcontracting for work or services contained in this subaward:
 - i. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - ii. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
- l. **Criminal Activity:** The subrecipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
- m. **Data Reporting Requirements:** The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
- n. **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

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- o. **Duplicative Funding:** The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the subrecipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.
- p. **Emergency Medical Service (EMS) Agency Requirements:** Emergency Medical Service (EMS) agencies must be compliant with the requirements listed below, as applicable and must maintain compliance throughout the period of performance.
- i. **Section 190.105 RSMo Ambulance License:** Pursuant to [Section 190.105 RSMo](#), no person, either as owner, agency or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of the transportation of patients by ambulance in the air, upon the streets, alleys, or any public way or place of the state of Missouri unless such person holds a currently valid license from the department for an ambulance service pursuant to the provisions of sections 190.001 RSMo to 190.245.
 - ii. **Section 190.133 RSMo Emergency Medical Response Agency License:** Pursuant to [Section 190.133\(4\) RSMo](#), no person or entity shall hold itself out as an emergency medical response agency that provides advanced life support or provide the services of an emergency medical response agency that provides advanced life support unless such person or entity is licensed by the state of Missouri Department of Health and Senior Services.
- q. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- r. **Enforceability:** If a subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds subawarded under the subaward or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

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- s. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this subaward by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
- t. **Equipment/Supplies Usage & Maintenance:** Subrecipients purchasing equipment and/or supplies under this subaward must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft. Minimum adequate safeguards include the following:
- i. Subrecipients must promptly and properly investigate and fully document any loss, damage, or theft, make the documentation part of the official project records, and report the incident to the DPS/OHS within 30 days.
 - ii. Subrecipients must provide at a minimum, the equivalent insurance coverage for equipment and/or supplies acquired with federal grant funds that the subrecipient owns.
 - iii. Subrecipients must develop adequate maintenance procedures to keep equipment and/or supplies in mission ready condition.
 - iv. Subrecipients are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- u. **Equipment Inventory:** Subrecipients are required to maintain proper inventory records as referenced in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants on all equipment purchased under this subaward. Inventory records must be maintained for the lifespan of the equipment, until disposition approval has been given by the DPS/OHS. Additionally, the subrecipient is required to coordinate with their respective region's Regional Planning Commission (RPC)/Council of Governments (COG) to ensure proper verification of inventory as requested.
- v. **Equipment Tags:** All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Program funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
- w. **Fair Labor Standard Act:** All subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of the Section 290.502 RSMo.
- x. **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program. Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the subaward.
- y. **Fire Agency Requirements:** Fire agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

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- i. Section 320.271 RSMo Fire Department Registration: Pursuant to [Section 320.271 RSMo](#), all fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008 and annually thereafter, a fire department registration form provided by the state fire marshal.
- z. **Fund Availability**: The subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The subrecipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.
- aa. **Generator Prior Approval**: The purchase of any generator requires prior approval from the DPS/OHS. Documentation must be submitted that clearly depicts the full scope of the project and proves the equipment is a deployable resource.
- bb. **Governing Directives**: The subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the SHSP Notice of Funding Opportunity, the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, DHS Grant Programs Directorate Information Bulletins, and other applicable state laws or regulations.
- cc. **Interoperability Equipment**: To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at <https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf>. The Missouri Interoperability Center will review all communications equipment to ensure compliance with the Radio Interoperability Guidelines.
- dd. **Law Enforcement Agency Requirements**: Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - i. Section 43.505 RSMo - Uniform Crime Reporting: Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.
 - ii. Section 590.650 RSMo - Vehicle Stops Report: Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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- iii. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo, each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.
- iv. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.
- v. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- vi. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.
- ee. **License Plate Readers (LPRs)**: Subrecipients purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
 - i. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - ii. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - iii. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - iv. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - v. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

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- vi. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
- vii. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
- ff. **Lobbying:** The subrecipient understands and agrees that state and/or federal funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
- gg. **Missouri Office of Homeland Security, Division of Grants, Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS grant programs.
- hh. **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
- ii. **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this subaward, the subrecipient:

- i. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.
- jj. **Non-Supplanting:** The subrecipient assures that state and/or federal funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be

GRANT PROGRAM FY 2025 State Homeland Security Program (SHSP)	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2025-SS-05151-06-05	DATE 07/01/2026
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used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

- kk. **Pass-Through Entities:** If a subrecipient is a pass-through entity, copies of signed sub-subaward agreements are due to the DPS/OHS prior to the start of any project.
- ll. **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide" and identified here:
- i. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - ii. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - iii. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - iv. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - v. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - vi. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the DPS/OHS.
- mm. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.
- nn. **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
- oo. **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

AUTHORIZED OFFICIAL INITIALS

kk

GRANT PROGRAM FY 2025 State Homeland Security Program (SHSP)	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2025-SS-05151-06-05	DATE 07/01/2026
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pp. **Reporting Potential Fraud, Waste, and Abuse:** The subrecipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The subrecipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- i. Submitted a claim that violates the False Claims Act; or
- ii. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of Homeland Security
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsgrants@dps.mo.gov
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

qq. **Status Reports:** Status Reports are required to be submitted to the DPS/OHS through the WebGrants System by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. The Final Status Report is due to DPS/OHS within 45 days after the end of the project period.

rr. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.

ss. **Suspension/Debarment:** The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.

tt. **Suspension/Termination of Award:** The DPS/OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the award shall, at the option of the DPS/OHS, become property of

AUTHORIZED OFFICIAL INITIALS

KK

GRANT PROGRAM FY 2025 State Homeland Security Program (SHSP)	SUBRECIPIENT Boone County Emergency Management Agency
AWARD NUMBER EMW-2025-SS-05151-06-05	DATE 07/01/2026
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the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

- uu. **Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR):** The subrecipient shall participate in the development and submission of their respective regional THIRA and/or SPR. Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
- vv. **Turnout Gear Maintenance Policy:** The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the DPS/OHS at the time of claim submission.
- ww. **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
- xx. **WebEOC:** Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors, and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for mutual aid needs.

57. **Agency Specific Special Conditions:** None.

58. **Project Budget Summary:**

Boone County EMA IST Laptops	EMW-2025-SS-05151-06-05	\$2,500.00
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July AdjournedTerm. 20²⁶

County of Boone

} ea.

16thJuly
day of26
20

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the subrecipient certification of compliance with foreign national vetting requirements as required by the Federal Emergency Management Agency (FEMA). The terms of the certification are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 16th day of July 2026.

ATTEST:

Brianna L. Lennon (SE)
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
Office of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7900

MEMORANDUM

DATE: July 14 , 2026

TO: Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Chris Kelley, Director

SUBJECT: EMPG-Foreign National Certification

Enclosed is the Foreign National Certification letter required for EMPG funding to continue. Please see below.

Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs

FEMA has instituted a new policy and process for foreign national vetting under non-disaster grant programs beginning with Fiscal Year (FY) 2025 Notices of Funding Opportunity (NOFO), consistent with the Immigration Reform and Control Act of 1986, and 2 C.F.R. Part 200 and in accordance with 2 C.F.R. Part 200 and the terms included in applicable FEMA non-disaster NOFOs. **Under this policy, subrecipients are responsible for vetting all personnel charged to the award, and recipients collect and submit subrecipient certifications to FEMA.**

Recipients are responsible for ensuring subrecipient compliance and for transmitting subrecipient certifications to FEMA. Key requirements include:

- Subrecipients vet every individual whose salary, wages, or fringe benefits are charged as personnel costs to the subaward, including both new hires and currently employed foreign nationals.
- Subrecipients prioritize hiring and retaining American workers for grant-funded activities.
- Subrecipients may charge time and salaries for foreign nationals to the grant once proper vetting is completed and the recipient has satisfied the certification requirements described in this IB.
- Subrecipients apply hiring practices uniformly and consistently with federal anti-discrimination laws.
- Employment eligibility verification relies on completing and retaining Form I-9 for every employee charged to the award.
- If no foreign nationals are funded, the subrecipient submits a certification of compliance to their primary recipient rather than personnel-level documentation.
- Recipients collect subrecipient certifications and submit them to FEMA or certify to FEMA that the award has no subrecipients.

To: State Emergency Management Agency

Subject: Subrecipient Certification of Compliance with Foreign National Vetting Requirements

Dear State Emergency Management Agency,

In accordance with the applicable Notices of Funding Opportunity, and the terms and conditions of the Emergency Management Performance Grant, County of Boone hereby certifies compliance with the foreign national vetting requirements as outlined below:

1. Employment Eligibility Verification:

- County of Boone retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.

2. No Foreign Nationals (if applicable):

- County of Boone certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply. [Strike or indicate as N/A if not applicable]

3. Foreign Nationals Charged to the Award (if applicable):

- County of Boone certifies that such individual has been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file. [Strike or indicate as N/A if not applicable]

4. Documentation and Record Retention:

- All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by County of Boone in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.
- Such documentation will be maintained in a manner consistent with privacy protection and made available to FEMA only upon request during monitoring or audit.
- County of Boone maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

Attestation:

I, Kip Kendrick, certify that, to the best of my knowledge and belief, the information provided in this certification is accurate and complete. County of Boone attests that vetting has been conducted consistently with federal grant requirements, and that subrecipient compliance has been verified.

Authorized Official Information (Subrecipients Only):

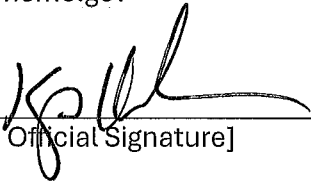
Name: Kip Kendrick

Title: Presiding Commissioner

Agency: County of Boone

Phone: 573-886-4306

Email: KKendrick@boonemo.gov


Signature [Authorized Official Signature]

07.16.2026
[Date]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20²⁶

County of Boone

16thJuly
day of20²⁶

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the 2026 State Homeland Security Grant applications submitted by the Emergency Management Department.

Done this 16th day of July 2026.

ATTEST:

Brianna L. Lennon SEO

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding CommissionerJustin Aldred
Justin Aldred
District I CommissionerJanet M. Thompson
Janet M. Thompson
District II Commissioner

59501 - RapidTag Subscription Renewal

Application Details

Funding Opportunity: 58721-FY 2026 State Homeland Security Program (SHSP) Region F
Funding Opportunity Due Date: Jul 17, 2026 5:00 PM
Program Area: State Homeland Security Program
Status: Editing
Stage: Final Application

Initial Submit Date:

Initially Submitted By:

Last Submit Date:

Last Submitted By:

Contact Information

Primary Contact Information

Name: Ms. Della Luster
Salutation First Name Last Name
Job Title*: Administrative Coordinator
Email*: dluster@boonecountymmo.org
Mailing Address*: 2145 County Drive

Columbia Missouri 65202
City State/Province Postal Code/Zip
Phone*: (573) 554-7907 Ext.
Phone
###-###-####
Fax: (573) 442-3828
###-###-####

Organization Information

Applicant Agency*: Boone County, Emergency Management Agency
Organization Type*: Government

Organization Website: http://www.showmeboone.com/OEM

Federal Tax ID#*: 436000349 02
9 digits (no hyphen) Tax ID Extension

DUNS #: 073755977
9-digit number

Unique Entity ID*: GKUHNLX9MJJ3

MOVERS Supplier ID:

MOVERS Address Name:

SAM/CCR CAGE Code: 4KKC8 10/23/2026
Valid Until Date

Mailing Address*: 2145 County Drive

Columbia Missouri 65202- 0000
City State/Province Postal Code/Zip + 4

County*: Boone

Congressional District*: 04
Hold 'CTRL' to add additional districts

Phone*: (573) 554-7900 Ext.
###-###-####

Fax: (573) 442-3828
###-###-####

Contact Information

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official
- If the applicant agency is an Regional Planning Commission or Council of Government, the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official
- If the applicant agency is a school district, the Superintendent or School Board President shall be the Authorized Official

If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding

****This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Department of Homeland Security (DPS)/Office of Homeland Security (OHS) at (573) 522-6125****

Authorized Official*: **Mr** **Kip** **Kendrick**
Title (Mr.Ms.etc) First Name Last Name

Job Title*: **Presiding Commissioner**

Agency*: **County of Boone**

Mailing Address*: **801 East Walnut Street, Suite 333**

Street Address 1:

Street Address 2:

Columbia Missouri 65201
City State Zip Code

Email*: **kkendrick@boonemo.gov**

Phone*: **573-886-4307** Ext. Cell
Office

Fax:

Applicant Project Director

Applicant Project Director*: **Mr** **Christopher** **Kelley**
Title (Mr.Ms.etc) First Name Last Name

Job Title*: **Director**

Agency*: **Boone County Office of Emergency Management**

Mailing Address*: **2145 E. County Dr.**

Street Address 1:

Street Address 2:

Columbia Missouri 65202
City State Zip Code

Email*: **ckelley@boonemo.gov**

Phone*: **573-554-7900** Ext. Cell
Office

Fax: **573-442-3828**

Fiscal Officer

Fiscal Officer*: **Ms** **Jenna** **Redel**
Title (Mr.Ms.etc) First Name Last Name

Job Title*: **Boone County Treasurer**

Agency*: **County of Boone**

Mailing Address*: **801 E. Walnut, Room 304**

Street Address 1:

Street Address 2:

Columbia Missouri 65201
City State Zip Code

Email*: jredel@boonemo.gov

Phone*: 573-886-4867 Ext. Cell
Office

Fax:

Project Contact Person

Project Contact Person: Ms Della Luster
Title (Mr.Ms.etc) First Name Last Name

Job Title: Administrative Coordinator

Agency: Boone County Office of Emergency Management

Mailing Address: 2145 E. County Dr

Street Address 1:

Street Address 2:

Columbia Missouri 65202
City State Zip Code

Email: dluster@boonemo.gov

Phone: 573-554-7907 Ext. Cell
Office

Fax: 573-442-3828

DPS Grants State Requirements

DPS Grants State Requirements

1. Is the applicant a law enforcement agency?*: No

2. Is the applicant a fire agency?*: No

3. Is the applicant an EMS agency?*: No

Project Package

Section A.1 through B.4

A.1 Region*: F

A.2 County*: Boone

A.3 Project Location Zip Code*: 65202

A.4 Project Activity Type*:

Develop/enhance homeland security/emergency management organization and structure

A.5 Was this project previously funded with State Homeland Security Program (SHSP) funds?*: Yes

A.5.a Please give a brief description and year of the

ORIGINAL PROJECT.:

Rapid Tag Kit was approved in the 2023 SHSP Region F. Included 1 year subscription, software, scanner, server laptop, card printer & accessories.

2024 and 2025 approved 1 year subscription

A.5.b If you answered yes to Question A.5, please indicate if resources from your project have been utilized in the past 12 months, to include utilization for training. Please be sure to include details about the utilization of the resources.:

This has been utilized with trainings, exercises, meetings, and CERT meetings.

A.6 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level? Sustain

NOTE: Applications should not contain both Build/Enhance and Sustain. If your project contains both, you MUST submit two applications as this question impacts the scoring process.

*:

A.6.a If you answered Build/Enhance to question A.6, has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state?:

No

Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.7 Provide a brief overall description of the project.*:

This allows us to do event specific badging to verify identity & authorize, grant, or deny access to incidents/events

A.8 Provide a summary of specific project actions/items that will be purchased with grant funds*:

Purchase of renewal of one year subscription to RapidTag badging.

A.9 Will this project be able to Yes
be completed in the grant period
of performance?*::

A.10 What are the objectives
this project is designed to
accomplish? (the purpose of the
project)*:

To verify identity & authorize, grant, or deny access to incidents/events.

A.11 How does this project align
with/increase terrorism
preparedness for the
region/state?*::

This will allow us to sustain, maintain, and test credentialing protocols to verify identity & authorize,
grant, or deny physical & cyber
access to specific locations, critical infrastructure, information and network statewide; thus allowing us
to track/identify individuals
during a terrorism event.

Please indicate the project's alignment with terrorism preparedness for both your region and the state.

A.12 Why is this project
necessary for the region/state?
***:**

The project is essential to credential personnel at any large-or small-scale event. Site security is a priority
and identified in the
State THIRA and is in the National Preparedness Goal under Core Capabilities, Access Control and
Identity Verification.

This ID system is deployable and can be utilized anywhere in Region F and throughout the state.

Please indicate why the project is necessary for both your region and the state.

A.13 How does your agency
plan to financially sustain the
requested items in the future
without grant funding?*::

Intend to apply for sustainment through the SHSP grant, or the department budget if necessary.

B. Project Capability, THIRA and Dual Use

B.1 Did your agency participate Yes
in the development of your
respective region's Threat and
Hazard Identification and Risk
Assessment (THIRA)?*::

B.1.a Please explain your
agency's participation in the
development of the THIRA.:

Attend and participate in all Region 7/SEMA meetings

Please review the State 2025 MO THIRA and 2025 MO SPR to determine the following:

B.2 Which Primary Core Capability best aligns to this project?*

Access Control and Identity Verification

B.3 Which POETE (Planning, Organization, Equipment, Training, and Exercise) category(s) does your project address? *:

Equipment, Exercise, Management and Administration, Training

B.4 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability selected in B.2 and the POETE category(s) selected in B.3?*

Within 1 day of an event, be able to accept credentials from 85-181 partner organizations involved in incident management. This will allow us to sustain, maintain, and test credentialing protocols to verify identity & authorize, grant, or deny physical & cyber access to specific locations, critical infrastructure, information, and network.

B.5 Does the requested project support dual-use activities?*

Yes

Dual-use activities are those that support the achievement of core capabilities related to the national priorities and terrorism preparedness while also simultaneously supporting enhanced preparedness for other hazards unrelated to acts of terrorism.

B.5.a Please describe how the project supports terrorism preparedness and how this project increases preparedness for other hazards unrelated to terrorism.:

This Identification and Accountability tagging system supports both Terrorism Preparedness and Access Control & Identity

Verification by utilizing a system to track personnel at any large or small scale event (terrorism or other disaster). This allows for information sharing, vetting of credentials, and organization of responders.

Please review the National Priorities in the FY 2026 SHSP Notice of Funding Opportunity.

1. Enhancing the Protection of Soft Targets/Crowded Places
2. Supporting Homeland Security Task Forces and Fusion Centers
3. Enhancing Cybersecurity
4. Enhancing Election Security
5. Supporting Border Crisis Response and Enforcement

B.6 Does your project align to a National Priority?*

Yes

Select the National Priority the project aligns with from the dropdown.

B.6.a National Priority:

Enhancing the Protection of Soft Targets/Crowded Places

Select the Core Capability associated with the National Priority that the project aligns with. Please ensure the Core Capability chosen in B.6.b aligns with the Core Capability chosen in B.2.

B.6.b Core Capability: **Access control and identity verification**

B.6.c Please describe how this project aligns with the National Priority selected in question

B.6.a.:

This will allow us to sustain, maintain, and test credentialing protocols to verify identity & authorize, grant, or deny physical & cyber access to specific locations, critical infrastructure, information and network.

C. Project Background

C.1 Was any portion of the proposed project funded with FY 2025 SHSP funds?* **Yes**

What was the last major accomplishment/milestone that was completed with FY 2025 funds?

C.1.a FY 2025 Prior Accomplishments:

Purchase of 1 year subscription

C.2 Was any portion of the proposed project funded with FY 2024 SHSP funds?* **Yes**

What was the last major accomplishment/milestone that was completed with FY 2024 funds?

C.2.a FY 2024 Prior Accomplishments:

Purchase of 1 year subscription

C.3 Was any portion of the proposed project funded with FY 2023 SHSP funds?* **Yes**

What was the last major accomplishment/milestone that was completed with FY 2023 funds?

C.3.a FY 2023 Prior Accomplishments:

Rapid Tag Kit was approved in the 2023 SHSP Region F. Included 1 year subscription, software, scanner, server laptop, card printer & accessories.

D. Deployable/Shareable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information

on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via

Emergency Management Assistance Compacts or other mutual aid/assistance agreements. Examples of deployable resources include

a communications vehicle, generator, CERT Team, HSRT Team, etc. Additionally, a mobile radio or repeater may also be a deployable

resource if the radio is to be installed in a patrol car.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's

ability to augment
and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability,
but is not
physically deployable (i.e., fusion centers). Examples of shareable resources include items that allow information sharing but
may not
physically deployable, such as a license plate reader (LPR).

PROJECTS MUST BE SUPPORT A DEPLOYABLE/SHAREABLE RESOURCE AND/OR BE A REGIONAL ASSET TO BE ELIGIBLE

FOR FUNDING. THIS REQUIREMENT MUST BE CLEARLY DESIGNATED IN D.1 OR D.1.a of this form!

D.1 Does this project fund resources that are deployable or shareable?*

Yes

D.1.a Please select from the dropdown if the project funds resources that are deployable or shareable.:

Deployable Resource

List the deployable/shareable resource.

D.1.b Item Name:

Identification & Accountability System

D.1.c Are there any special conditions/requirements on sharing the deployable/shareable resources(s)?:

Yes

Example: Specific requirements of equipment, operator, etc.

D.1.c.1 Please explain the special conditions/requirements on sharing the deployable/shareable resource.:

Must sign an agreement to accept responsibility to replace any lost or damaged equipment.

FEMA Resource Typing Library Tool is located at <https://rtlt.preptoolkit.org/Public>.

D.1.d Is the deployable resource NIMS Kind & Typed?:

No

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$1,000,000 in federal funds during agency's last fiscal year?*

Yes

If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the DPS/OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit/financial statement completed.*:

07/25/2025

If an agency has never had an audit, please enter the date of their last annual financial statement.

E.3 By checking this box the applicant agency understands they are required to upload a copy of the agency's most recent completed audit (or annual financial statement) in the Named Attachments section of this application*:

Yes

F. Risk Assessment

F.1 Does the applicant agency have new personnel that will be working on this award?*

No
New personnel is defined as working with this award type less than 12 months.

F.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?*

No
New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

Yes

Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

F.3.a Please list the direct Federal awards the agency receives.:

Listed in Single Audit report

F.3.b Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?:

No

G. National Incident Management System (NIMS)

Please select Yes/No to questions G.1-G.14. If you answer no to any of these questions, explain planned activities during the grant period to strive towards being NIMS compliant in G.15.

If your agency is a Regional Planning Commission (RPC) or Council of Government (COG) and questions G.1-G.14 do not apply, select N/A.

G.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*

Yes

G.2 Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program? *:

Yes

G.3 Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?*:

Yes

G.4 Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?*:

Yes

G.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?*:

Yes

G.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?*:

Yes

G.7 Has your agency designated a point of contact to serve as the principal coordinator for the implementation of NIMS?*:

Yes

G.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?*:

Yes

G.9 Does your agency use the NIMS Resource Management Process during incidents? (identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock)*:

Yes

G.10 Does your agency implement JIS for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders?*

Yes

G.11 Does your agency use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?*

Yes

G.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?*

Yes

G.13 Does your agency apply plain language and clear text communications standards?*

Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?*

Yes

If answered **No** to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

NIMS Compliant

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

H.1 By checking this box, I have Yes
read and agree to the terms and
conditions of this grant*:

In order to be considered eligible for funding, the correct Authorized Official must be designated and have knowledge of the certified assurances associated with this funding opportunity.

If the incorrect Authorized Official is listed in H.2 and H.3 of the application, the application will be deemed ineligible for funding.

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
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- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official
- If the applicant agency is an Regional Planning Commission (RPC) or Council of Government (COG), the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official
- If the applicant agency is a school district, the Superintendent or School Board President shall be the Authorized Official

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

****If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding****

****The above list is not an all-inclusive list. If your agency does not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) at (573) 522-6125.****

H.2 Authorized Official Name*: Kip Kendrick

H.3 Title of Authorized Official*: Presiding Commissioner

H.4 Name of person completing this application*: Della Luster

H.5 Title of person completing this application*: Administrative Coordinator

H.6 By checking this box, I No
certify I have read and
understand that the correct
Authorized Official MUST be
designated on this form in
question H.2 and H.3 in order to
be eligible for funding*:

H.7 Date*: 07/14/2026

Interoperable Communications

Radio Interoperability

Refer to the **Radio Interoperability Guidelines** for Interoperable Communications Equipment Requirements that **MUST** be met in order to be eligible for funding. It is highly recommended that your agency reach out to the Missouri Interoperability Center (MIC) to review your project for compliance with the Radio Interoperable Guidelines prior to submission of the application. The MIC can be reached via phone at (573) 522-1714 or email at moswin.sysadmin@dps.mo.gov.

1. Are you applying for interoperable communications equipment?*

Budget

Personnel

Name	Position Title	Position Status	Employment Status	% of time spent on this grant funded activities	Requested Personnel			Allowable Function Activity
					Cost	Discipline		
No Data for Table								

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name	Benefits % of Salary	Requested Benefit Cost Discipline	Function	Allowable Activity
No Data for Table				

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name	Category	Explanation of Other Travel	Total Cost Discipline	Function	Allowable Activity
No Data for Table					

Narrative Justification - Travel

5000 Character Limit

Equipment

Line Item Name	AEL #	Qty	Unit Cost	Total Cost	Discipline	Function	Allowable Activity
No Data for Table							

Narrative Justification - Equipment

10000 Character Limit

Supplies/Operations

Item Name	Supply/Operation Type	Qty	Unit Cost	Total Supply or Operation Expense		Function	Allowable Activity
				Cost	Discipline		
Badging System Subscription	Other (computer, projector, chair, etc.)	1.00	\$900.00	\$900.00	Emergency Management	Equipment	Physical Security Enhancement Equipment
				\$900.00			

Narrative Justification - Supplies/Operations

- 1 yr. Rapid Tag Subscription: \$750.00
- 20% cost for inflation: \$150.00

This project allows us to create interoperable ID's or create event-specific badges to identify and track people and resources in the field. The request includes an additional 20% to cover possible inflations/price increases.

5000 Character Limit

Contractual

Item Name	Type of Contract	Contract Amount	Discipline	Function	Allowable Activity
No Data for Table					

Narrative Justification - Contractual

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$0.00
Total Supplies/Operation:	\$900.00
Total Contractual:	\$0.00
Total Project Cost:	\$900.00

[illegible]



MO - Boone County EMA/ Mid-Missouri Regional Salamander Renewal

MO - Boone County Emergency Management

2145 County Drive
Columbia, Missouri 65202

Reference: 20260714-145208985

Quote created: July 14, 2026

Quote expires: October 12, 2026

Quote created by: Rebecca Smith

"Office Manager"

Della Luster

dluster@boonemo.gov

rebecca@midwestcard.com

+18162210620

Comments from Rebecca Smith

Thank you very much for the opportunity to provide you with this detailed renewal contract to you. The link below will allow you to view the upcoming renewal for your Salamander subscriptions. Once we have a signed renewal contract, we will send you a formal invoice. If I can answer any questions, please do not hesitate to contact me. I appreciate your time and look forward to hearing back from you soon.

Products & Services

Item & Description	Quantity	Unit Price	Total
Rapid Tag - 1 Year Renewal	1	\$750.00	\$750.00 / year
Annual Software Subscription (per computer) for "rapidTAG"		/ year	for 1 year
Software			
Contract Start Date: March 1, 2027			
Contract End Date: February 28, 2028			

Annual subtotal

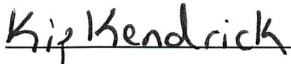
\$750.00

Total**\$750.00****Purchase terms**

Net 30 days.

Signature
Signature07.16.2026

Date


Printed name**Questions? Contact me**

Rebecca Smith

"Office Manager"

rebecca@midwestcard.com

+18162210620

Midwest Card and ID Solutions

4747 NW Gateway Ave

Riverside, MO 64150

United States

59477 - Incident Support Trailer Laptop Computers

Application Details

Funding Opportunity: 58721-FY 2026 State Homeland Security Program (SHSP) Region F
Funding Opportunity Due Date: Jul 17, 2026 5:00 PM
Program Area: State Homeland Security Program
Status: Editing
Stage: Final Application

Initial Submit Date:
Initially Submitted By:
Last Submit Date:
Last Submitted By:

Contact Information

Primary Contact Information

Name: Ms. Della Luster
Salutation First Name Last Name
Job Title*: Administrative Coordinator
Email*: dluster@boonecountymmo.org
Mailing Address*: 2145 County Drive

Columbia Missouri 65202
City State/Province Postal Code/Zip
Phone*: (573) 554-7907 Ext.
Phone
###-###-####
Fax: (573) 442-3828
###-###-####

Organization Information

Applicant Agency*: Boone County, Emergency Management Agency
Organization Type*: Government

Organization Website: http://www.showmeboone.com/OEM

Federal Tax ID#*: 436000349 02
9 digits (no hyphen) Tax ID Extension

DUNS #: 073755977
9-digit number

Unique Entity ID*: GKUHNXLX9MJJ3

MOVERS Supplier ID:

MOVERS Address Name:

SAM/CCR CAGE Code: 4KKC8 10/23/2026
Valid Until Date

Mailing Address*: 2145 County Drive

Columbia Missouri 65202- 0000
City State/Province Postal Code/Zip + 4

County*: Boone

Congressional District*: 04
Hold 'CTRL' to add additional districts

Phone*: (573) 554-7900 Ext.
###-###-####

Fax: (573) 442-3828
###-###-####

Contact Information

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Authorized Official

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Authorized Official*: Mr Kip Kendrick
Title (Mr.Ms.etc) First Name Last Name

Job Title*: Presiding Commissioner

Agency*: County of Boone

Mailing Address*: 801 East Walnut Street, Suite 333

Street Address 1:

Street Address 2:

City State Zip Code
Columbia Missouri 65201

Email*: kkendrick@boonemo.gov

Phone*: 573-886-4307 Ext. Cell
Office

Fax:

Applicant Project Director

Applicant Project Director*: Mr Christopher Kelley
Title (Mr.Ms.etc) First Name Last Name

Job Title*: Director

Agency*: Boone County Office of Emergency Management

Mailing Address*: 2145 E. County Dr.

Street Address 1:

Street Address 2:

City State Zip Code
Columbia Missouri 65202

Email*: ckelley@boonemo.gov

Phone*: 573-554-7900 Ext. Cell
Office

Fax: 573-442-3828

Fiscal Officer

Fiscal Officer*: Ms Jenna Redel
Title (Mr.Ms.etc) First Name Last Name

Job Title*: Boone County Treasurer

Agency*: County of Boone

Mailing Address*: 801 E. Walnut, Room 304

Street Address 1:

Street Address 2:

Columbia Missouri 65201

City State Zip Code

Email*: jredel@boonemo.gov

Phone*: 573-886-4867 Ext. Cell
Office

Fax:

Project Contact Person

Project Contact Person: Ms Della Luster
Title (Mr.Ms.etc) First Name Last Name

Job Title: Administrative Coordinator

Agency: Boone County Office of Emergency Management

Mailing Address: 2145 E. County Dr

Street Address 1:

Street Address 2:

Columbia Missouri 65202

City State Zip Code

Email: dluster@boonemo.gov

Phone: 573-554-7907 Ext. Cell
Office

Fax: 573-442-3828

DPS Grants State Requirements

DPS Grants State Requirements

1. Is the applicant a law enforcement agency?*: No

2. Is the applicant a fire agency?*: No

3. Is the applicant an EMS agency?*: No

Project Package

Section A.1 through B.4

A.1 Region*: F

A.2 County*: Boone

A.3 Project Location Zip Code*: 65202

A.4 Project Activity Type*: Administer and manage the grant

A.5 Was this project previously funded with State Homeland Security Program (SHSP) funds?*: Yes

A.5.a Please give a brief description and year of the

ORIGINAL PROJECT.:

IST Trailer laptop replacements 2019

A.5.b If you answered yes to Question A.5, please indicate if resources from your project have been utilized in the past 12 months, to include utilization for training. Please be sure to include details about the utilization of the resources.:

Continued updates and used for IST trainings.

A.6 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level? Sustain

NOTE: Applications should not contain both Build/Enhance and Sustain. If your project contains both, you MUST submit two applications as this question impacts the scoring process.

*:

A.6.a If you answered Build/Enhance to question A.6, has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state?:

Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.7 Provide a brief overall description of the project.*:

This project sustains laptops in the Region F IST cache, replacing units purchased in 2018 that are at the end of life. Laptops are critical for incident management, GIS mapping, resource tracking, and situational awareness. New devices will feature faster processors and mor RAM for GIS-intensive tasks. A multi-year plan replaces just a few laptops per cycle to avoid simultaneous obsolescence.

A.8 Provide a summary of specific project actions/items that will be purchased with grant funds*:

Purchase of four replacement laptop computers with upgraded processor speed, increased RAM, and updated operating system to support GIS mapping, emergency management applications, interoperable communications software, and mapping platforms used by the Region F IST.

A.9 Will this project be able to Yes
be completed in the grant period
of performance?*

A.10 What are the objectives
this project is designed to
accomplish? (the purpose of the
project)*:

Maintain functional, reliable computing capability for IST field deployments.

* Ensure compatibility with current and emerging public safety, GIS, and incident management software.

* Support rapid setup of mobile command and coordination operations during all-hazard and terrorism incidents.

* Enable GIS-intensive operations with faster processing and increased memory for real-time mapping and analysis.

* Implement a sustainable multi-year replacement plan to prevent simultaneous obsolescence

A.11 How does this project align
with/increase terrorism
preparedness for the
region/state?*

The Region F IST is a deployable asset that supports coordinated, multi-agency operations during large-scale incidents or planned events. A reliable, high-performance laptop enables IST members to access intelligence platforms, GIS mapping tools, incident action plans, and situational awareness systems needed for effective response and recovery

Please indicate the project's alignment with terrorism preparedness for both your region and the state.

A.12 Why is this project
necessary for the region/state?

*:

As part of a deployable regional resource, the IST supports incident management across Missouri. Maintaining current, GIS-capable laptops ensures the team is fully operational when called upon for large-scale or complex incidents, enhancing the state's ability to coordinate and execute data-driven response strategies.

Please indicate why the project is necessary for both your region and the state.

A.13 How does your agency
plan to financially sustain the
requested items in the future
without grant funding?*

Sustainment will be achieved through the established multi-year replacement plan, with 1-4 IST laptops replaced per grant cycle using Homeland Security sustainment requests and integration into regional equipment lifecycle management planning

B. Project Capability, THIRA and Dual Use

B.1 Did your agency participate in the development of your respective region's Threat and Hazard Identification and Risk Assessment (THIRA)?*:

Yes

B.1.a Please explain your agency's participation in the development of the THIRA.:

Attend and participate in all Region F/SEMA meetings.

Please review the State 2025 MO THIRA and 2025 MO SPR to determine the following:

B.2 Which Primary Core Capability best aligns to this project?*

Operational Coordination

B.3 Which POETE (Planning, Organization, Equipment, Training, and Exercise) category(s) does your project address? *:

Equipment, Organization, Planning

B.4 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability selected in B.2 and the POETE category(s) selected in B.3?*

The project ensures IST personnel can establish and maintain unified command and control during complex incidents by providing updated, high-performance technology for real-time information sharing, GIS mapping, and situational analysis, supporting faster and more informed decision-making.

B.5 Does the requested project support dual-use activities?*

Yes

Dual-use activities are those that support the achievement of core capabilities related to the national priorities and terrorism preparedness while also simultaneously supporting enhanced preparedness for other hazards unrelated to acts of terrorism.

B.5.a Please describe how the project supports terrorism preparedness and how this project increases preparedness for other hazards unrelated to terrorism.:

The laptop supports terrorism preparedness by enabling the IST to manage operations, conduct GIS-based threat and vulnerability mapping, access intelligence data, and coordinate resources in terrorism-related incidents. It also supports preparedness for other hazards, including natural disasters, mass casualty incidents, and hazardous materials events, by

ensuring deployable, GIS-capable

technology is available for any type of regional or statewide emergency.

Please review the National Priorities in the FY 2026 SHSP Notice of Funding Opportunity.

1. Enhancing the Protection of Soft Targets/Crowded Places
2. Supporting Homeland Security Task Forces and Fusion Centers
3. Enhancing Cybersecurity
4. Enhancing Election Security
5. Supporting Border Crisis Response and Enforcement

B.6 Does your project align to a Yes
National Priority?*:

Select the National Priority the project aligns with from the dropdown.

B.6.a National Priority: **Enhancing the Protection of Soft Targets/Crowded Places**

Select the Core Capability associated with the National Priority that the project aligns with. Please ensure the Core Capability chosen in B.6.b aligns with the Core Capability chosen in B.2.

B.6.b Core Capability: **Operational coordination**

B.6.c Please describe how this
project aligns with the National
Priority selected in question

B.6.a.:

This project supports the National Priority by ensuring the Region F IST maintains reliable, high-performance laptops for rapid deployment to incidents impacting soft targets and crowded places. Updated devices with faster processors and expanded RAM enable GIS-intensive mapping, incident management, and coordination across multiple agencies, improving prevention, protection, response, and recovery capabilities.

C. Project Background

C.1 Was any portion of the Yes
proposed project funded with
FY 2025 SHSP funds?*:

What was the last major accomplishment/milestone that was completed with FY 2025 funds?

C.1.a FY 2025 Prior
Accomplishments:

Awarded \$2,500 to purchase two laptops.

C.2 Was any portion of the No
proposed project funded with
FY 2024 SHSP funds?*:

C.3 Was any portion of the No
proposed project funded with
FY 2023 SHSP funds?*:

D. Deployable/Shareable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information

on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and

territories via

Emergency Management Assistance Compacts or other mutual aid/assistance agreements. Examples of deployable resources include

a communications vehicle, generator, CERT Team, HSRT Team, etc. Additionally, a mobile radio or repeater may also be a deployable

resource if the radio is to be installed in a patrol car.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's ability to augment

and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not

physically deployable (i.e., fusion centers). Examples of shareable resources include items that allow information sharing but may not

physically deployable, such as a license plate reader (LPR).

PROJECTS MUST BE SUPPORT A DEPLOYABLE/SHAREABLE RESOURCE AND/OR BE A REGIONAL ASSET TO BE ELIGIBLE

FOR FUNDING. THIS REQUIREMENT MUST BE CLEARLY DESIGNATED IN D.1 OR D.1.a of this form!

D.1 Does this project fund Yes
resources that are deployable or
shareable?*::

D.1.a Please select from the Deployable Resource
dropdown if the project funds
resources that are deployable or
shareable.:

List the deployable/shareable resource.

D.1.b Item Name: IST Trailer

D.1.c Are there any special Yes
conditions/requirements on Example: Specific requirements of equipment, operator, etc.
sharing the
deployable/shareable
resources(s)?:

D.1.c.1 Please explain the
special conditions/requirements
on sharing the
deployable/shareable resource.:

Must sign an agreement to assume responsibility to replace or repair lost or damaged items.

FEMA Resource Typing Library Tool is located at <https://rtl.preptoolkit.org/Public>.

D.1.d Is the deployable resource No
NIMS Kind & Typed?:

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$1,000,000 in federal funds during agency's last fiscal year?

***:**

Yes

If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the DPS/OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit/financial statement completed.*:

07/25/2025

If an agency has never had an audit, please enter the date of their last annual financial statement.

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Yes

F. Risk Assessment

F.1 Does the applicant agency have new personnel that will be working on this award?*

No

New personnel is defined as working with this award type less than 12 months.

F.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?*

No

New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

Yes

Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

F.3.a Please list the direct Federal awards the agency receives.:

Listed in attached Single Audit Report

F.3.b Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?:

No

G. National Incident Management System (NIMS)

Please select Yes/No to questions G.1-G.14. If you answer no to any of these questions, explain planned activities during the grant period to strive towards being NIMS compliant in G.15.

If your agency is a Regional Planning Commission (RPC) or Council of Government (COG) and questions G.1-G.14 do not apply, select N/A.

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Yes

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G.13 Does your agency apply plain language and clear text communications standards?* Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?* Yes

If answered **No** to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

NIMS Compliant

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant,

and the applicant attests to and/or will comply with the following Certified Assurances
if the assistance is awarded:

SHSP Certified Assurances

**H.1 By checking this box, I have Yes
read and agree to the terms and
conditions of this grant*:**

In order to be considered eligible for funding, the correct Authorized Official must be designated and have knowledge of the certified assurances associated with this funding opportunity.

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- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official
- If the applicant agency is an Regional Planning Commission (RPC) or Council of Government (COG), the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official
- If the applicant agency is a school district, the Superintendent or School Board President shall be the Authorized Official

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

****If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding****

The above list is not an all-inclusive list. If your agency does not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) at (573) 522-6125.

H.2 Authorized Official Name*: Kip Kendrick

H.3 Title of Authorized Official*: Presiding Commissioner

H.4 Name of person completing this application*: Della Luster

H.5 Title of person completing this application*: Administrative Coordinator

**H.6 By checking this box, I Yes
certify I have read and
understand that the correct
Authorized Official MUST be
designated on this form in
question H.2 and H.3 in order to
be eligible for funding*:**

H.7 Date*: 07/14/2026

Interoperable Communications

Radio Interoperability

Refer to the **Radio Interoperability Guidelines** for Interoperable Communications Equipment Requirements that **MUST** be met in order to be eligible for funding. It is highly recommended that your agency reach out to the Missouri Interoperability Center (MIC) to review your project for compliance with the Radio Interoperable Guidelines prior to submission of the application. The MIC can be reached via phone at (573) 522-1714 or email at moswin.sysadmin@dps.mo.gov.

1. Are you applying for interoperable communications equipment?*: **No**

Budget

Personnel

Position Name	Position Title	Position Status	Employment Status	% of time spent on this grant funded activities	Requested Personnel Cost	Discipline Function	Allowable Activity
No Data for Table							

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name	Benefits	% of Salary	Requested Benefit Cost	Discipline Function	Allowable Activity
No Data for Table					

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name	Category	Explanation of Other Travel	Total Cost	Discipline Function	Allowable Activity
No Data for Table					

Narrative Justification - Travel

5000 Character Limit

Equipment

Line Item				Total		Allowable
Name	AEL #	Qty	Unit Cost	Cost	Discipline	Function Activity
IST Laptops	14CI-00-COOP	4.00	\$2,000.00	\$8,000.00	Emergency Management	Organization Operational support
				\$8,000.00		

Narrative Justification - Equipment

PER ATTACHED QUOTE:

Four- 14 inch laptop = \$1,869.00 x 4 = \$7,476.00

- adding \$524.00 as cushion for price increase/shipping

Purchase of four replacement laptop computers with upgraded processor speed, increased RAM, and updated operating system to support GIS mapping, emergency management applications, interoperable communications software, and mapping platforms used by the Region F IST.

10000 Character Limit

Supplies/Operations

Item	Supply/Operation		Unit	Total Supply or		Allowable
Name	Type	Qty	Cost	Operation Expense	Cost Discipline Function	Activity
No Data for Table						

Narrative Justification - Supplies/Operations

5000 Character Limit

Contractual

Item Name	Type of Contract	Contract Amount	Discipline	Function	Allowable Activity
No Data for Table					

Narrative Justification - Contractual

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$8,000.00
Total Supplies/Operation:	\$0.00
Total Contractual:	\$0.00

Total Project Cost: \$8,000.00

Named Attachments

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Audit/Financial Statement (REQUIRED)*	✓	Single Audit	2024_OMB_Circular_A-133.pdf	pdf	339 KB	07/14/2026 12:15 PM
Quote or Cost Basis		Laptop quotes	Laptop quote.pdf	pdf	544 KB	07/14/2026 12:18 PM
Other Supporting Information						
Other Supporting Information						
Other Supporting Information						
Other Supporting Information						
Other Supporting Information						

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System Specs

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Performance

Processor ⓘ
AMD Ryzen™ AI 7 PRO 450 Processor (2.00 GHz up to 5.10 GHz)

Operating System ⓘ
Windows 11 Pro 64

Graphic Card ⓘ
Integrated AMD Radeon™ 860M

Memory ⓘ
8 GB DDR5-5600MT/s (SODIMM)

Storage ⓘ
512 GB SSD M.2 2280 PCIe Gen4 TLC Opal

Camera
5MP RGB+IR with Microphone and Privacy Shutter, Computer Vision, Video High Dynamic Range

Connectivity

WIFI
MediaTek Wi-Fi 7 MT7925 2x2 BE & Bluetooth® 5.4

Design

Display ⓘ
14" WUXGA (1920 x 1200), IPS, Anti-Glare, Non-Touch, 45%NTSC, 400 nits, 60Hz

Keyboard
Backlit, Black - English (US)

Color
Black

Others

Warranty
1 Year Courier or Carry-in

Fingerprint Reader
Fingerprint Reader

Part Number: 21X0000AUS

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STATE OF MISSOURI

July Session of the July Adjourned

Term. 20²⁶

County of Boone

} ea.

16thJuly
day of20²⁶

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Agreement between Boone County and the following:

- Moberly Police Department

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

Done this 16th day of July 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

BILL NO. 9987

ORDINANCE NO. 9987

AN ORDINANCE APPROVING AND AUTHORIZING A COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES WITH THE BOONE COUNTY, MISSOURI SHERIFF'S DEPARTMENT.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: The Boone County Sheriff's Department (BCSD) is capable of assisting the Moberly Police Department in selecting and acquiring a canine for use by the Moberly Police Department and providing canine handler training.

SECTION TWO: The BCSD agrees to provide the Moberly Police Department with these K-9 services pursuant to the terms of the attached Cooperative Agreement for K-9 Basic Training Services(the "Agreement").

SECTION THREE: The City Council hereby approves the Agreement and hereby authorizes the City Manager of Moberly or his designee to execute said Agreement on behalf of the City.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of July, 2026.



Presiding Officer at Meeting

ATTEST:



Shannon Hance, MRCC/CMC, City Clerk

COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 6th day of July, 2026, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Moberly Police Department (Agency):

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

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic 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. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
2. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
3. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
4. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 19th day of October, 2026, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

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.
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:

Michael R. Bugalski

Printed Name: City Manager
Michael R. Bugalski

Attest:

Shannon Hance
City Clerk

BOONE COUNTY, MISSOURI

By:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

Attest:

Brianna L. Lennon, SEO
Brianna L. Lennon, County Clerk

Approved:

Dwayne Carey
Dwayne Carey, Sheriff

Approved as to legal form:

CJ Dykhouse
CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

Kyle Rieman by A.N.
Kyle Rieman, Auditor

Revenue Account
2570-3569

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [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 Department, 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

 / 7-13-26

Printed Name of Participant

Christopher O'Brien

City of Moberly

City Council Agenda Summary

Agenda Number: #13
Department: Police
Date: July 6, 2026

Agenda Item: An Ordinance Approving And Authorizing A Cooperative Agreement For K-9 Basic Training Services With The Boone County, Missouri Sheriff's Department.

Summary: The cooperative agreement states the Boone County Sheriff's Office will provide Moberly Police Department with K9 basic training and assist in selecting a K9 from an approved vendor.

Recommended Action Approve the Ordinance

Fund Name: Police Clearing Account

Account Number: 100.000.2305

Available Budget \$: 37,032.00

ATTACHMENTS:

☐ Memo	☐ Council Minutes
☒ Staff Report	☐ Proposed Ordinance
☐ Correspondence	☐ Proposed Resolution
☐ Bld Tabulation	☐ Attorney's Report
☐ P/C Recommendation	☐ Petition
☐ P/C Minutes	☐ Contract
☐ Application	☐ Budget Amendment
☐ Citizen	☐ Legal Notice
☐ Consultant Report	☐ Other _____

Roll Call

Aye Nay

Mayor

M___ S___ Lucas

Council Member

M___ S___ McKeown

M___ S___ Graff

M___ S___ Skubic

M___ S___ Katcher

Passed Failed

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STATE OF MISSOURI

July Session of the July Adjourned

Term. 20²⁶

County of Boone

} ea.

16thJuly
day of26
20

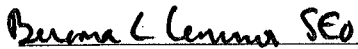
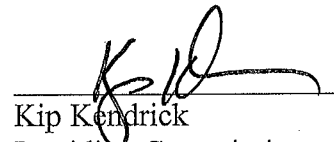
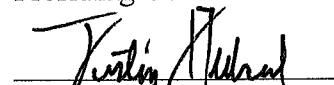
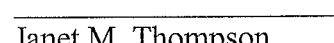
In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve contract C001156 (City of Columbia cooperative contract 165/2023) – Grinding Services with Hansen's Tree, Lawn, and Landscaping Services, Inc. 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 16th day of July 2026.

ATTEST:

 Brianna L. Lennon SEOBrianna L. Lennon
Clerk of the County Commission
Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: July 7, 2026
RE: Cooperative Contract Award: C001156 (City of Columbia Cooperative Contract 165/2023) for Grinding Services

The Purchasing department requests approval of contract C001156 (City of Columbia Cooperative Contract 165/2023) for Grinding Services with Hansen's Tree, Lawn, and Landscaping Services, Inc.

The contract period is July 25, 2026 through September 24, 2026. The contract allows for up to two (2) additional one-year renewals. This is a countywide Term and Supply contract that is used primarily by Road & Bridge.

cc: Contract File

Denny Hoskins

Missouri Secretary of State

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Gen. Business - For Profit Details as of 6/26/2026

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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Articles of Amendment

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General Information

Filings

Principal Office Address

Name(s) **HANSEN'S TREE, LAWN, AND
LANDSCAPING SERVICES, INC.**

Principal Office Address **104 Hansen Ct
O Fallon, MO 63366-2363**

Type **Gen. Business - For Profit**

Charter No. **00324796**

Domesticity **Domestic**

Home State **MO**

Registered Agent **Weinhaus, Andrew J
8000 Maryland Avenue, Suite 1150
Clayton, MO 63105**

Status **Good Standing**

Date Formed **2/17/1989**

Duration **Perpetual**

Renewal Month **January**

Report Due **4/30/2027**

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Jun 10, 2026



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e.g. 1606N020Q02

Filter By

Keyword Search

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Simple Search

Search Editor

☐ Any Words 

☐ All Words 

☐ Exact Phrase 

e.g. 123456789, Smith Corp

Classification

Excluded Individual

Excluded Entity



Entity Name

e.g. ABC Inc

Hansen's Tree

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

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**PURCHASE AGREEMENT
FOR
GRINDING SERVICES
TERM AND SUPPLY**

THIS AGREEMENT, C001156, dated the 16 day of July 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Hansen's Tree, Lawn, and Landscaping Services, Inc.**, 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 Grinding Services, in compliance with all bid specifications and any addenda issued for the City of Columbia contract **165/2023**, 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 **165/2023**, 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 25, 2026 and extend through September 24, 2026**. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional one-year periods** subject to the pricing clauses in the Contractor's bid response. 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 Grinding 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. **Lead Time** – Work shall be scheduled within seven to ten (7 - 10) days after receiving the Request for Services by the County.

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.

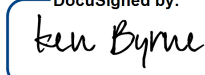
11. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

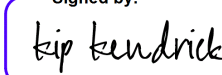
IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

**HANSEN'S TREE, LAWN, AND
LANDSCAPING SERVICES, INC.**

DocuSigned by:

A4D1633B1A514CF...
By _____
VP
Title _____

BOONE COUNTY, MISSOURI

By: Boone County Commission

Signed by:

2B83ECDD7F6E4A6...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

7D71DEAEB9D74DD...
C.J. Dykhous, County Counselor

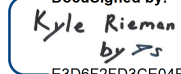
ATTEST:

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 the contract do not create a measurable county obligation at this time.)

DocuSigned by:  E3D6F2FD3CE04B1...	7/8/2026	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

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

County of _____)
State of _____)ss

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

NAME OF PROJECT: _____

Affiant Date

Printed Name

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

Notary Public

NOTE: If completed, return with Bid Response. If not completed, return at project completion. Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

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 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
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.

**NOTIFICATION OF CONTRACT RENEWAL****CITY OF COLUMBIA CONTRACT
165/2023****CONTRACT PERIOD: September 25, 2025 through September 24, 2026**

The City of Columbia has renewed the above contract with your firm, with price changes, for twelve additional months per your renewal offer. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT PERIOD	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
165/2023	9/25/2025 – 9/24/2026	3 of 5	21283	Hansen's Tree Service Attn: Ken Byrne 104 Hansen Ct, O'Fallon, MO 63366 Phone: 636-379-1830 Email: ken@hansenstree.com

Contract Description: Grinding Services**Price:** See attached**Notes from Procurement Officer:**

Sincerely,

A handwritten signature in black ink, appearing to read 'Hayley Hutton'.

Hayley Hutton, Procurement Officer
City of Columbia Purchasing Division
701 E Broadway Floor 5
Columbia MO 65201
573-874-7374
Hayley.hutton@como.gov

Cc: Tavis March

165/2023 Grinding Services						
Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
1	Hourly Rate for grinding services, based off grinder hour meter - TURNKEY ; Vendor shall supply necessary equipment and personnel.	\$650.00	\$660.00	\$670.00	\$680.00	\$690.00
2	Hourly Rate for grinding services, based off grinder hour meter - GRINDER ; Vendor shall supply grinder and operator, City shall supply wheel loader and operator to feed grinder and stockpile ground material	\$550.00	\$560.00	\$570.00	\$580.00	\$590.00
3	Base Mobilization Fee - Lump Sum to make rounds to all three (3) sites.	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
4	Tracked Horizontal Grinder (Per Hour)	\$650.00	\$660.00	\$670.00	\$680.00	\$690.00
5	Mobilization for Tracked Horizontal Grinder (Lump Sum)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Mid Year Add-On						
6	Additional Mobilization - Mobilize a Link-Belt 300 with a shear to and from site (Lump Sum)	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

2024 2025 2026 2027 2028

Contract Dates are September - September
The Shear is Additional Pricing * 275 per hour

**CITY OF COLUMBIA CONTRACT #165/2023
FOR GRINDING SERVICES
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Exhibits:

- A City's RFP for Grinding Services 165/2023
- B None – reserved for future use
- C None – reserved for future use
- D Contractor's Performance Bond
- E Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G None – reserved for future use
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law Applicable for the Project
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated **August 15, 2023**



CITY OF COLUMBIA CONTRACT # 165/2023 FOR GRINDING SERVICES

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **Hansen's Tree, Lawn, and Landscaping Services, Inc.**, a **corporation** organized in the State of **Missouri** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for the services described herein and further described in Request for Quotation 165/2023 ("the Grinding Services"); and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated **August 15, 2023** for the Project, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project in accordance with the terms of this Contract.

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

1. **DEFINITIONS:**

- a. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- b. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- c. "Contract Amount" or "Contract Price" shall mean the amount set forth in Section 3 of this Contract. The Contract Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.
- g. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Grinding Services. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.

2. **GRINDING SERVICES SPECIFICATIONS:** Contractor shall be responsible and agrees to perform all work according to the specifications and standards set forth in the Contract Documents, including Contractor's proposal and pricing attached as Exhibit L. Contractor

shall provide Grinding Services, as specified, to the City as needed and as requested. Contractor shall grind yard waste and brush materials as coordinated with the City Solid Waste Division at the following locations:

Capen Park Mulch Site – located off Rock Quarry Road, South of Stadium
 Parkside Drive Mulch Site – located off Creasy Springs Road
 Compost Facility – 5700 Peabody Road

Grinding must be completed using an eight inch (8”) screen or other classification if discussed and approved by the City.

Contractor must use the model of equipment specified in the Contractor’s proposal and pricing attached as Exhibit L. No change may be made to the model of equipment used by the Contractor except with written approval of the City Purchasing Agent. If a change in equipment is requested by the Contractor, the City may, at its option, disapprove the request, renegotiate the rate to address any change in the throughput efficiency, or cancel the contract.

If throughput of materials does not seem reasonable for the number of hours billed due to inefficient use of equipment or other suspected cause, the City has the right to cancel this contract upon 10 days written notice to the vendor for non-compliance with these requirements.

3. **CONTRACT AMOUNT:** City shall pay Contractor a maximum of **\$120,000.00** for Contractor’s completion of Grinding Services in accordance with the requirements and terms and conditions set forth in this Contract. The exact amount of payment (the Contract Amount) is subject to final determination based on work performed at unit prices set for the in Contractor’s Proposal and Pricing submitted by Contractor. The quantities of work described in the contract documents are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount.

Payment of the Contract Amount 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 the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Grinding Services are included in the Contract Amount. 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 Contract Amount. All work not specifically set forth in Contractor’s Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor’s Proposal and Pricing.

4. **COMPLETION TIME:** Contractor agrees to mobilize to site in ten days or less following a request for services from City. Contractor will start work promptly after receipt of a request for services from City and complete the work as expeditiously as possible. If work is interrupted prior to Contractor completing Grinding Services at all locations, the cost of remobilizing will be borne by the Contractor.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of **\$500.00** per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that mobilization 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 Work 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 City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish to work 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 Contract.
6. **BONDING:** In the event Contractor's bid is Fifty Thousand Dollars (\$50,000.00) or more when Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. The surety company issuing the bonds shall be authorized to conduct business in the State of Missouri, and carry a rating of A-VI or better as listed in the A.M. Best or equivalent rating guide. If required as a part of this Contract, Contractor's Performance Bond is attached as Exhibit D and Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as 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 this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **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.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting

Product/Completed Operations, Contractual Liability or Cross Liability.

- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. 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.
 - e. 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 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.
 - f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, 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 City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
8. **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 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.

9. **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 and laws of the city, county, state, and nation as apply to the work herein outlined.
10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule. This section describes the method of payment only and does not alter the Contract Amount established in Section 3, above.
 - a. Not later than thirty (30) days after receipt of invoice, City will pay for the following, less any offsets or deductions authorized in this Contract or otherwise authorized by law:
 1. Grinding Services performed by Contractor at the sites during the preceding calendar month.
 - b. 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:
 1. Unsatisfactory job progress;
 2. Defective Work;
 3. Failure to make payments to subcontractors or suppliers;
 4. The amount requested exceeds the maximum amount allowed under Section 3 above;
 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
 6. Contractor's breach of this Contract; or
 7. Contractor's failure to provide requested documentation.
 - c. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.
11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no

quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Contractor shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

13. **DISCHARGE OF EMPLOYEES:** Any employee of 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 Contractor and replaced by an employee with proper qualifications.

14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety, if applicable, 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.”

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Any subcontractor performing work under this Contract at the direction of Contractor shall file a “Final Receipt of Payment and Release” form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor’s application for final payment.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.

- a. The safety provisions of applicable laws, and codes shall be observed. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during the performance of the Grinding Services.
 - b. Contractor shall take all necessary steps to protect its own workers, the utility personnel, and the public from unnecessary danger or hazard during the performance of Grinding Services. 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.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.
20. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
21. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the City may give notice in writing by registered mail to Contractor and, if applicable, the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction of the City the fault specified in said notice, City shall have full power and authority, without impairing the obligation of Contract, 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, if applicable, Contractor's Surety 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, if applicable, 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, if applicable, Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond 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 Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

22. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines 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 this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.
23. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo, this Contract shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

In the event prevailing wages are required to be paid in connection with this project, 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 City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by the employee or by any subcontractor under the employee. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

24. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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 complete a Work Authorization 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 K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

25. **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. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
26. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract 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.
27. **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.

28. **GOVERNING LAW AND VENUE:** This Contract 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 Contract, 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.

29. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

30. **NOTICES:**

- a. 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 65205-6015
ATTN: City Purchasing Agent

With a Copy to:

City of Columbia
Utilities Department
P.O. Box 6015
Columbia, Mo 65205-6015
ATTN: Steve Hunt

IF TO CONTRACTOR:

**Hansen's Tree, Lawn, and
Landscaping Services, Inc.**
104 Hansen Court
O'Fallon, MO 63366
ATTN: Ken Byrne

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

31. **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.

32. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

Exhibit

Description

A

City's RFP for Grinding Services 165/2023

B	None – reserved for future use
C	None – reserved for future use
D	Contractor's Performance Bond
E	Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate
G	None – reserved for future use
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

33. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: [Signature]
City Purchasing Agent

Date: 9/25/2023

APPROVED AS TO FORM:

By: [Signature]
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account **55706540-504990** and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: [Signature]
Director of Finance

(Seal)

HANSEN'S TREE, LAWN, AND LANDSCAPING SERVICES, INC.

By: Ken Byrne

Name: Ken Byrne

Title: VP

Date: 9-18-2023

ATTEST:

By: Brooke Davis HR Manager

Name: Brooke Davis

Exhibit A



SOLICITATION NO.: Request for Proposal (RFP) 165/2023

BUYER: Autumn Klauba

PHONE NO.: (573) 817-5020

E-MAIL: autumn.klauba@como.gov

TITLE: Grinding Services

ISSUE DATE: July 18, 2023

RETURN PROPOSAL NO LATER THAN: August 15, 2023 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, 5th 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 th FLOOR
COLUMBIA MO 65205	COLUMBIA MO 65201

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

**City of Columbia, Utilities Department
Various Locations
Columbia, MO 65201**

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
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of grinding services 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:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G
- 6) Attachment 1 – Sample Contract
- 7) Attachment 2 – Missouri Department of Labor Prevailing Wage Order No 30
- 8) Attachment 3 - W-9 Form

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
August 1, 2023	Close of written <i>Requests for Additional Information</i>
August 4, 2023	Written responses to <i>Requests for Additional Information</i> sent to all
August 15, 2023	Request for Proposal is due by 5:00 p.m. CST
October 1, 2023	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, 5th 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 165/2023 Grinding 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.

Autumn Klauba – Procurement Officer
 Phone: (573) 817-5020
 E-mail: autumn.klauba@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 August 1, 2023.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

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:

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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.

CONTRACT 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.

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 grinding 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.

SAMPLE CONTRACT:

The sample contract is attached as Attachment 1. 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 1, 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: If the option for renewal is exercised by the Purchasing Division, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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.

In no event, shall the term of the contract/agreement exceed five (5) years and three (3) 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.

PERFORMANCE, LABOR AND MATERIALS BONDING:

The contractor on a public improvement project costing more than fifty thousand dollars (\$50,000) shall provide to the City, a Performance Bond and a Labor and Material Payment Bond, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price. 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,

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including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds shall 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.

PREVAILING WAGE:

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. Contractor shall pay prevailing wage for this project per the Missouri Division of Labor Standards Annual Wage Order No 30 Boone County attached as Attachment 2.

Certified payroll (if applicable) shall be submitted to the City of Columbia, Purchasing Department 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. No emailed or faxed certified payroll shall be accepted.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

Contractor shall provide OSHA cards to the Purchasing Department 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.

<https://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 other persons or entities doing business in the State of Israel.

SCOPE OF SERVICES:

The City of Columbia, Utilities Department is seeking a contractor for grinding services but reserves the right to award multiple contracts if it is in the best interest of the City. The contractor shall grind yard waste and brush materials as coordinated with the City Solid Waste Division at the following locations:

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- Capen Park Mulch Site – located off Rock Quarry Road, South of Stadium
- Parkside Drive Mulch Site – located off Creasy Springs Road
- Compost Facility – 5700 Peabody Road

Grinding shall be completed using an eight inch (8”) screen or other classification if discussed and approved by the City. Ground materials should be stockpiled at agreed-upon area by the City.

Contractor shall obtain all appropriate permits for the project.

Contractor shall comply with chapter 12A of the City of Columbia Code Ordinances found at <https://www.como.gov/clerk/code-of-ordinances/>. City of Columbia general land disturbance permit is: MOR10032.

Contractor shall park, remove or store 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 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 provide all necessary equipment, transportation, supervision, labor, licenses, services and expertise for the grinding services as requested by the City. Contractor shall maintain equipment in excellent working order and have it available for work at any time. Failure to maintain the equipment in a dependable condition shall be considered non-performance and cause to terminate the contract.

The 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.

Contractor shall maintain all erosion control devices during construction. Contractor shall remove all devices once site is stabilized.

In the event that damage(s) to trees, shrubs, turf or vegetation occurs because of the contractor’s unauthorized operations, the contractor shall pay or allow to the City compensation for the said damage(s). The City Representative using the Guide for Plant Appraisal 9th edition International Society of Arboriculture shall determine compensation.

All neighboring sites shall be preserved and protected by the contractor during the entire duration of the construction process. The City reserves the right to stop the work at any time it feels correct measures are not being employed to protect neighboring sites. The contractor shall be notified to resume work after the necessary revisions are made.

Contractor is responsible for all existing underground, overhead facilities, structures and utilities. Contractor shall have all verified prior to start of construction. Call Missouri One-Call System at 1-800-DIG-Rite (344-7483).

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.

Pricing shall be based on hours put on the grinder. If throughput of materials does not seem reasonable for number of hours billed due to inefficient use of equipment or other suspected cause, the City has the right to cancel this

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contract upon ten (10) days written notice to the contractor for non-compliance to these requirements.

The City anticipates the grinding services to be requested every four (4) to six (6) weeks during the months of March through October and every eight (8) to ten (10) weeks during the months of November through February.

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.

EVALUTION 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.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60 points
Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance	40 points
TOTAL	100 points

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 all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon 1) the sum of the firm, fixed prices stated on the Pricing Page for the original contract period and potential renewal periods and 2) horse power and associated throughput efficiency.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (60)}}{1} = \text{Assigned Cost Points}$$

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.

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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 grinding services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period. The cost proposed shall be all inclusive for all fees, material, labor, delivery, etc.

Bonding and prevailing wage may be required per contract 165/2023.

Line Item	Description	Original Contract Period Firm, Fixed Price	1st Renewal Period Maximum Price	2nd Renewal Period Maximum Price	3rd Renewal Period Maximum Price	4th Renewal Period Maximum Price
1	Hourly Rate for grinding services, based off grinder hour meter – TURNKEY; Vendor shall supply necessary equipment and personnel.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Hourly Rate for grinding services, based off grinder hour meter – GRINDER; Vendor shall supply grinder and operator, City shall supply wheel loader and operator to feed grinder and stockpile ground material	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Base Mobilization Fee – Lump Sum to make rounds to all three (3) sites.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Tracked Horizontal Grinder (Per Hour)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Mobilization for Tracked Horizontal Grinder (Lump Sum)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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.

Offeror Name or Subcontractor Name: _____ (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: ☒ What the offeror did ☒ How the offeror did it ☒ Results ☒ Additional Detail	
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)

Title of Position: _____	
Name of Person:	
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 Certification	(or attach copy of 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.
--

The offeror shall provide the model of equipment that shall be used to perform the grinding services. The offeror shall also provide descriptive literature/documentation on each equipment proposed, including horse power and associated material throughput efficiency.

The offeror shall provide estimated lead times.

The offeror shall provide warranty information, if applicable. The offeror should indicate “None” if no warranty is offered.

The offeror shall state maximum number of days to mobilize to site following request by the City.

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

County of _____)
)SS.
 State of _____)

My name is _____. I am an authorized agent of _____ (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

 Printed Name

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 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.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
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:	

SAMPLE CONTRACT – ATTACHMENT 1

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SECTION

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2. Grinding Services Specifications
3. Contract Amount
4. Completion Time
5. Liquidated Damages
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- Contract Signature Page

Exhibits:

- A City's RFP for Grinding Services 165/2023
- B None – reserved for future use
- C None – reserved for future use
- D Contractor's Performance Bond
- E Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G None – reserved for future use
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law Applicable for the Project
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated [click here and insert date in text box](#)



CITY OF COLUMBIA CONTRACT # 165/2023 FOR GRINDING SERVICES

THIS CONTRACT (hereinafter “Contract”) by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called “City”), and **click here and insert Contractor's name in text box**, a **click here and insert whether Contractor is LLC or corporation in text box** organized in the State of **click here and insert State name in text box** and with authority to transact business within the State of Missouri (hereinafter called “Contractor”), is made and entered into on the date of the last signatory noted below (hereinafter “Effective Date”). City and Contractor are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, City has a need for the services described herein and further described in Request for Quotation 165/2023 (“the Grinding Services”); and

WHEREAS, in response to City’s competitive solicitation, Contractor has submitted a proposal dated **click here and insert date of proposal in text box** for the Project, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor’s representations that Contractor is qualified to complete the Project in accordance with the terms of this Contract.

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

1. **DEFINITIONS:**

- a. “City” shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- b. “Contract” or “Contract Documents” shall mean this document and all exhibits and attachments.
- c. “Contract Amount” or “Contract Price” shall mean the amount set forth in Section 3 of this Contract. The Contract Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. “Contractor” shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. “Effective Date” shall be the date of the last signatory to this Contract.
- g. “RFP” shall mean the Request for Proposals issued by the City of Columbia in connection with the Grinding Services. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.

2. **GRINDING SERVICES SPECIFICATIONS:** Contractor shall be responsible and agrees to perform all work according to the specifications and standards set forth in the Contract

Documents, including Contractor's proposal and pricing attached as Exhibit L. Contractor shall provide Grinding Services, as specified, to the City as needed and as requested. Contractor shall grind yard waste and brush materials as coordinated with the City Solid Waste Division at the following locations:

Capen Park Mulch Site – located off Rock Quarry Road, South of Stadium
 Parkside Drive Mulch Site – located off Creasy Springs Road
 Compost Facility – 5700 Peabody Road

Grinding must be completed using an eight inch (8") screen or other classification if discussed and approved by the City.

Contractor must use the model of equipment specified in the Contractor's proposal and pricing attached as Exhibit L. No change may be made to the model of equipment used by the Contractor except with written approval of the City Purchasing Agent. If a change in equipment is requested by the Contractor, the City may, at its option, disapprove the request, renegotiate the rate to address any change in the throughput efficiency, or cancel the contract.

If throughput of materials does not seem reasonable for the number of hours billed due to inefficient use of equipment or other suspected cause, the City has the right to cancel this contract upon 10 days written notice to the vendor for non-compliance with these requirements.

3. **CONTRACT AMOUNT:** City shall pay Contractor a maximum of [click here and insert contract dollar amount in text box](#) for Contractor's completion of Grinding Services in accordance with the requirements and terms and conditions set forth in this Contract. The exact amount of payment (the Contract Amount) is subject to final determination based on work performed at unit prices set for the in Contractor's Proposal and Pricing submitted by Contractor. The quantities of work described in the contract documents are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount.

Payment of the Contract Amount 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 the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Grinding Services are included in the Contract Amount. 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 Contract Amount. All work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Proposal and Pricing.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work within [click here and insert number of days in text box](#) calendar days following a request for services from the City. Contractor will start

work promptly after receipt of a request for services from the City and complete the work as expeditiously as possible. If work is interrupted prior to Contractor completing Grinding Services at all locations, the cost of remobilizing will be borne by the Contractor.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of **click here and insert the amount of money per calendar day to be deducted as liquidated damages** per calendar day will be deducted by 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 Work 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 City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish to work 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 Contract.
6. **BONDING:** In the event Contractor's bid is Fifty Thousand Dollars (\$50,000.00) or more when Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. The surety company issuing the bonds shall be authorized to conduct business in the State of Missouri, and carry a rating of A-VI or better as listed in the A.M. Best or equivalent rating guide. If required as a part of this Contract, Contractor's Performance Bond is attached as Exhibit D and Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as 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 this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **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.

- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. 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.
- e. 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 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.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, 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 City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

- 8. **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 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.

9. **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 and laws of the city, county, state, and nation as apply to the work herein outlined.
10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule. This section describes the method of payment only and does not alter the Contract Amount established in Section 3, above.
 - a. Not later than thirty (30) days after receipt of invoice, City will pay for the following, less any offsets or deductions authorized in this Contract or otherwise authorized by law:
 1. Grinding Services performed by Contractor at the sites during the preceding calendar month.
 - b. 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:
 1. Unsatisfactory job progress;
 2. Defective Work;
 3. Failure to make payments to subcontractors or suppliers;
 4. The amount requested exceeds the maximum amount allowed under Section 3 above;
 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
 6. Contractor's breach of this Contract; or
 7. Contractor's failure to provide requested documentation.
 - c. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not

confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:
 - a. By an acceptable lump sum proposal of Contractor; or
 - b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
 - c. On a cost-plus limited basis not to exceed a specified limit.
12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Contractor shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
13. **DISCHARGE OF EMPLOYEES:** Any employee of 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 Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety, if applicable, 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.”
15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Any subcontractor performing work under this Contract at the direction of Contractor shall file a “Final Receipt of Payment

and Release” form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor’s application for final payment.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and codes shall be observed. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during the performance of the Grinding Services.
 - b. Contractor shall take all necessary steps to protect its own workers, the utility personnel, and the public from unnecessary danger or hazard during the performance of Grinding Services. 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.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.
20. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
21. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the City may give notice in writing by registered mail to Contractor and, if applicable, the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction of the City the fault specified in said notice, City shall have full power and authority, without impairing the obligation of Contract, 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, if applicable, Contractor's Surety 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, if applicable, 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, if applicable, Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond 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 Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

22. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines 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 this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
 - a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.
23. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo, this Contract shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

In the event prevailing wages are required to be paid in connection with this project, 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 City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with this project, pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by the employee or by any subcontractor under the employee. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

24. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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 complete a Work Authorization 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 K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

25. **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. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.
26. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract 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.

27. **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.
28. **GOVERNING LAW AND VENUE:** This Contract 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 Contract, 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.
29. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
30. **NOTICES:**
- a. 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 65205-6015
ATTN: City Purchasing Agent

With a Copy to:

City of Columbia
Utilities Department
P.O. Box 6015
Columbia, Mo 65205-6015
ATTN: Steve Hunt

IF TO CONTRACTOR:

[click here and insert Contractor's name in text box](#)
[click here and insert address in text box](#)
[click here and insert city/state in text box](#)
ATTN: [click here and insert name of contact in text box](#)

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

31. **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.

32. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	City's RFP for Grinding Services 165/2023
B	None – reserved for future use
C	None – reserved for future use
D	Contractor's Performance Bond
E	Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate
G	None – reserved for future use
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

33. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
City Purchasing Agent

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account **click here and insert account number in text box** and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: _____
Director of Finance

(Seal)

**CLICK HERE AND INSERT CONTRACTOR'S NAME
IN TEXT BOX**

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

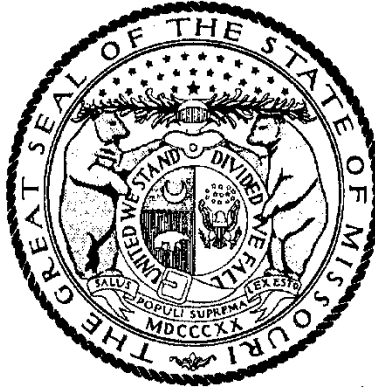
By: _____

Name: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

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

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$58.05
Boilermaker	\$73.87
Bricklayer	\$53.18
Carpenter	\$49.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$47.52
Plasterer	
Communications Technician	\$57.48
Electrician (Inside Wireman)	\$58.51
Electrician Outside Lineman	\$76.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$31.16*
Glazier	\$65.21
Ironworker	\$65.92
Laborer	\$42.86
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$31.16*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$64.73
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
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Plumber	\$69.73
Pipe Fitter	
Roofer	\$53.14
Sheet Metal Worker	\$56.02
Sprinkler Fitter	\$61.21
Truck Driver	\$31.16*
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

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.37
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$76.79
Lineman Operator	
Lineman - Tree Trimmer	
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Laborer	\$46.32
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Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$31.16*
Truck Control Service Driver	
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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.

Exhibit D

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: Contract 165/2023 Grinding Services, 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 E

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 Contract 165/2023 Grinding Services, 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 F



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2023

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

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

PRODUCER Webb Insurance 571 Jefferson Street St. Charles MO 63301	CONTACT NAME: Scott Taylor PHONE (A/C, No, Ext): 636-946-0001 FAX (A/C, No): (636) 946-4782 E-MAIL ADDRESS: staylor@webbinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : WEST BEND MUTUAL INS CO</td> <td>15350</td> </tr> <tr> <td>INSURER B : Auto Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : WEST BEND MUTUAL INS CO	15350	INSURER B : Auto Owners Insurance Company	18988	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Hansen's Tree, Lawn & Landscaping Services, Inc 104 Hansen Court O Fallon, MO 63366															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		A503219	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		A503219	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y		A503219	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine - Contractor's Equipme Leased and Rented	Y		75992678	09/01/2023	09/01/2024	\$300,000

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

City of Columbia, Missouri is listed as an additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia, Missouri
 701 E. Broadway, 5th Floor
 Columbia, MO 65201

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2023

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

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PRODUCER Alliant Insurance Services, Inc. 2000 West Loop South Ste 2150 Houston TX 77027	CONTACT NAME: Samuel McEwen PHONE (A/C, No, Ext): 417-220-8861 FAX (A/C, No): E-MAIL: sam.mcewen@alliant.com ADDRESS:
INSURED Hansen's Tree, Lawn and Landscaping Services, Inc 104 Hansen Ct O' Fallon MO 63366	License#: 0C36881 HANSTRE-01
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Interstate Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 965935739

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCMO3209642023	9/1/2023	9/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CANCELLATION

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---	---

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Exhibit H

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

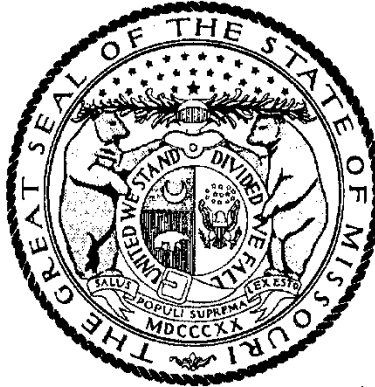
Title

Exhibit I

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 010
BOONE COUNTY

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Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

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BOONE County

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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.

Exhibit J

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 K

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>

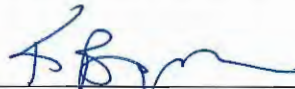
EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of St. Charles)
)SS.
 State of Missouri)

My name is Ken Byrne. I am an authorized agent of Hansen Tree (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

Ken Byrne
 Printed Name

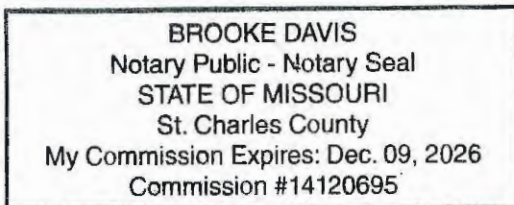
Personally appeared before me, a Notary Public, within and for the County of

St. Charles,

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 15 day of August, 2023.

My Commission expires December 9, 2026.



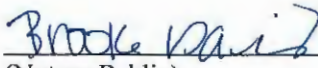

 (Notary Public)

Exhibit L



165/2023
Hansen
Supplier Response

Event Information

Number: 165/2023
Title: Grinding Services
Type: Request for Proposal
Issue Date: 7/18/2023
Deadline: 8/15/2023 05:00 PM (CT)
Notes: Proposals may be submitted in a sealed envelope at the Purchasing Division office or uploaded electronically on this e-bidding website. Sealed proposals must be delivered to the Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be time stamped and marked as late. Late proposals will not be opened and will not be considered in the evaluation. Proposals must be in a sealed envelope and marked in bold letters "RFP 165/2023". No fax or e-mail proposals shall be accepted.

Contact Information

Contact: Autumn Klauba
Address: Finance, Purchasing Department
5th Floor
701 East Broadway
Columbia, MO 65205
Phone: 1 (573) 817-5020
Email: autumn.klauba@como.gov

Hansen Information

Address: 104 Hansen Court
O, MO 63366
Phone: (636) 379-1830
Fax: (636) 379-1866
Web Address: www.hansenstree.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ken Byrne

Signature

Submitted at 8/15/2023 02:00:54 PM (CT)

ken@hansenstree.com

Email

Response Attachments

W-9 2023.pdf

Hansen's W-9

E-Verify Memorandum of Understanding.pdf

Hansen's E-Verify

City of Columbia Bid Documents 2023.pdf

Bid Documents



SOLICITATION NO.: Request for Proposal (RFP) 165/2023

BUYER: Autumn Klauba

PHONE NO.: (573) 817-5020

E-MAIL: autumn.klauba@como.gov

TITLE: Grinding Services

ISSUE DATE: July 18, 2023

RETURN PROPOSAL NO LATER THAN: August 15, 2023 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, 5th Floor) by the return proposal date and time.

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

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

City of Columbia, Utilities Department
Various Locations
Columbia, MO 65201

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	Hansen's Tree, Lawn, and Landscaping Services Inc.
MAILING ADDRESS	104 Hansen Ct
CITY, STATE, ZIP CODE	O'Fallon MO, 63366

CONTACT PERSON	EMAIL ADDRESS
Ken Byrne 314-280-0579	Ken@hansenstree.com
PHONE NUMBER	FAX NUMBER
636-379-1830	636-379-1866
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	8-8-2023
PRINTED NAME	TITLE
Ken Byrne	VP

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of grinding services 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:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G
- 6) Attachment 1 – Sample Contract
- 7) Attachment 2 – Missouri Department of Labor Prevailing Wage Order No 30
- 8) Attachment 3 - W-9 Form

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
August 1, 2023	Close of written <i>Requests for Additional Information</i>
August 4, 2023	Written responses to <i>Requests for Additional Information</i> sent to all
August 15, 2023	Request for Proposal is due by 5:00 p.m. CST
October 1, 2023	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, 5th 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 165/2023 Grinding 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.

Autumn Klauba – Procurement Officer

Phone: (573) 817-5020

E-mail: autumn.klauba@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 August 1, 2023.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

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:

RFP 165/2023 – Grinding Services

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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.

CONTRACT 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.

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 grinding 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.

SAMPLE CONTRACT:

The sample contract is attached as Attachment 1. 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 1, 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: If the option for renewal is exercised by the Purchasing Division, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated herein.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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.

In no event, shall the term of the contract/agreement exceed five (5) years and three (3) 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.

PERFORMANCE, LABOR AND MATERIALS BONDING:

The contractor on a public improvement project costing more than fifty thousand dollars (\$50,000) shall provide to the City, a Performance Bond and a Labor and Material Payment Bond, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price. 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,

RFP 165/2023 – Grinding Services

Page 6

including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds shall 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.

PREVAILING WAGE:

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. Contractor shall pay prevailing wage for this project per the Missouri Division of Labor Standards Annual Wage Order No 30 Boone County attached as Attachment 2.

Certified payroll (if applicable) shall be submitted to the City of Columbia, Purchasing Department 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. No emailed or faxed certified payroll shall be accepted.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

Contractor shall provide OSHA cards to the Purchasing Department 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.

<https://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 other persons or entities doing business in the State of Israel.

SCOPE OF SERVICES:

The City of Columbia, Utilities Department is seeking a contractor for grinding services but reserves the right to award multiple contracts if it is in the best interest of the City. The contractor shall grind yard waste and brush materials as coordinated with the City Solid Waste Division at the following locations:

RFP 165/2023 – Grinding Services

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- Capen Park Mulch Site – located off Rock Quarry Road, South of Stadium
- Parkside Drive Mulch Site – located off Creasy Springs Road
- Compost Facility – 5700 Peabody Road

Grinding shall be completed using an eight inch (8”) screen or other classification if discussed and approved by the City. Ground materials should be stockpiled at agreed-upon area by the City.

Contractor shall obtain all appropriate permits for the project.

Contractor shall comply with chapter 12A of the City of Columbia Code Ordinances found at <https://www.como.gov/clerk/code-of-ordinances/>. City of Columbia general land disturbance permit is: MOR10032.

Contractor shall park, remove or store 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 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 provide all necessary equipment, transportation, supervision, labor, licenses, services and expertise for the grinding services as requested by the City. Contractor shall maintain equipment in excellent working order and have it available for work at any time. Failure to maintain the equipment in a dependable condition shall be considered non-performance and cause to terminate the contract.

The 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.

Contractor shall maintain all erosion control devices during construction. Contractor shall remove all devices once site is stabilized.

In the event that damage(s) to trees, shrubs, turf or vegetation occurs because of the contractor's unauthorized operations, the contractor shall pay or allow to the City compensation for the said damage(s). The City Representative using the Guide for Plant Appraisal 9th edition International Society of Arboriculture shall determine compensation.

All neighboring sites shall be preserved and protected by the contractor during the entire duration of the construction process. The City reserves the right to stop the work at any time it feels correct measures are not being employed to protect neighboring sites. The contractor shall be notified to resume work after the necessary revisions are made.

Contractor is responsible for all existing underground, overhead facilities, structures and utilities. Contractor shall have all verified prior to start of construction. Call Missouri One-Call System at 1-800-DIG-Rite (344-7483).

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.

Pricing shall be based on hours put on the grinder. If throughput of materials does not seem reasonable for number of hours billed due to inefficient use of equipment or other suspected cause, the City has the right to cancel this

RFP 165/2023 – Grinding Services

Page 8

contract upon ten (10) days written notice to the contractor for non-compliance to these requirements.

The City anticipates the grinding services to be requested every four (4) to six (6) weeks during the months of March through October and every eight (8) to ten (10) weeks during the months of November through February.

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.

EVALUTION 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.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60 points
Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance	40 points
TOTAL	100 points

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 all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon 1) the sum of the firm, fixed prices stated on the Pricing Page for the original contract period and potential renewal periods and 2) horse power and associated throughput efficiency.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (60)}}{1} = \text{Assigned Cost Points}$$

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.

RFP 165/2023 – Grinding Services

Page 12

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 grinding services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract. The offeror shall provide an original contract period price and a maximum price for each potential renewal period. The cost proposed shall be all inclusive for all fees, material, labor, delivery, etc.

Bonding and prevailing wage may be required per contract 165/2023.

Line Item	Description	Original Contract Period Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price	4 th Renewal Period Maximum Price
1	Hourly Rate for grinding services, based off grinder hour meter – TURNKEY; Vendor shall supply necessary equipment and personnel.	\$ <u>650</u>	\$ <u>660</u>	\$ <u>670</u>	\$ <u>680</u>	\$ <u>690</u>
2	Hourly Rate for grinding services, based off grinder hour meter – GRINDER; Vendor shall supply grinder and operator, City shall supply wheel loader and operator to feed grinder and stockpile ground material	\$ <u>550</u>	\$ <u>560</u>	\$ <u>570</u>	\$ <u>580</u>	\$ <u>590</u>
3	Base Mobilization Fee – Lump Sum to make rounds to all three (3) sites.	\$ <u>1,500</u>	\$ <u>1,500</u>	\$ <u>1,500</u>	\$ <u>1,500</u>	\$ <u>1,500</u>
4	Tracked Horizontal Grinder (Per Hour)	\$ <u>650</u>	\$ <u>660</u>	\$ <u>670</u>	\$ <u>680</u>	\$ <u>690</u>
5	Mobilization for Tracked Horizontal Grinder (Lump Sum)	\$ <u>2,000</u>	\$ <u>2,000</u>	\$ <u>2,000</u>	\$ <u>2,000</u>	\$ <u>2,000</u>

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. *in Business since 1989 / Grinding operations 24 years*

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any. *HansensTree.com. Treeservices, Grinding services, Shingle Recycling, PHC, mulch, compost, and soils.*

Provide a list of and a short summary of information regarding the vendor's current contracts/clients. *currently Have Columbin contract Last 4 years*

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

Havent Lost any. Provide a great service & Retain Employees. Helps with consistency

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.

Offeror Name or Subcontractor Name: <u>Hansen's Tree, Lawn, and Landscaping Services, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	<u>City of Bentonville, Arkansas</u>
Address of Reference Company/Client:	<u>1000 SW 14th Street Bentonville, AR 72712</u>
Reference Contact Person Name, Phone #, and E-mail Address:	<u>Joe McMahon 479-696-0230</u>
Title/Name of Service/Contract	<u>on-site waste grinding services</u>
Dates of Project Initiation and Project Completion:	<u>2010 - current</u>
If service/contract has terminated, specify reason:	<u>n/a</u>
Description of Services Performed, such as: ☒ What the offeror did ☒ How the offeror did it ☒ Results ☒ Additional Detail	<u>Grinding incoming yardwaste to the city's dump site</u>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	<u>Ken Byrne - managing supervisor</u>

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

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

Title of Position: <u>Managing Supervisor / VP</u>	
Name of Person:	<u>Ken Byrne</u>
Educational Degree (s): include college or university, major, and dates	<u>High School Diploma 1983</u>
License(s)/Certification(s), #(s), expiration date(s), if applicable:	<u>Certified Arborist MW-4461A</u>
Specialized Training Completed.	<u>Compost / mulch Production, Tree Composition</u>
# of years' experience in area of service proposed to provide:	<u>32 years</u>
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	<u>Employee - 32 years</u>
Describe this person's responsibilities over the past 12 months.	<u>Managing Supervisor of Grinding division and mulch and compost production division.</u>
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: N/A

Contact Name:	_____	Email:	_____
Address:	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	MBE/WBE/DBE Certification #	_____
		MBE/WBE/DBE Certification	(or attach copy of 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.

The offeror shall provide the model of equipment that shall be used to perform the grinding services. The offeror shall also provide descriptive literature/documentation on each equipment proposed, including horse power and associated material throughput efficiency.

The offeror shall provide estimated lead times.

The offeror shall provide warranty information, if applicable. The offeror should indicate “None” if no warranty is offered.

The offeror shall state maximum number of days to mobilize to site following request by the City.

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>

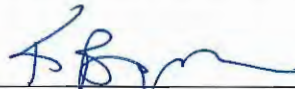
EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of St. Charles)
)SS.
 State of Missouri)

My name is Ken Byrne. I am an authorized agent of Hansen Tree (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

Ken Byrne
 Printed Name

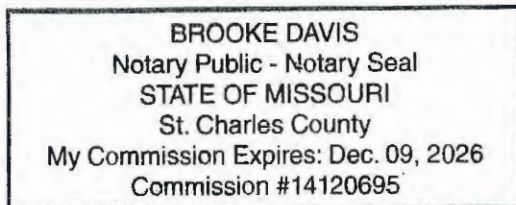
Personally appeared before me, a Notary Public, within and for the County of

St. Charles,

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 15 day of August, 2023.

My Commission expires December 9, 2026.



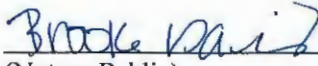

 (Notary Public)

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:	N/A
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.

00324796 <i>Charter Number (if applicable)</i>	Hansen's tree, lawn, and landscaping services, Inc. <i>Company Name</i>
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:	

SAMPLE CONTRACT – ATTACHMENT 1

**CITY OF COLUMBIA CONTRACT #165/2023
FOR GRINDING SERVICES
TABLE OF CONTENTS**

SECTION

1. Definitions
2. Grinding Services Specifications
3. Contract Amount
4. Completion Time
5. Liquidated Damages
6. Bonding
7. Contractor's Insurance
8. Hold Harmless Agreement
9. Permits
10. Payments
11. Extra Work and Changes
12. Patents
13. Discharge of Employees
14. Assignment
15. Subcontracting
16. Accident Prevention
17. Equal Opportunity
18. Domestic Purchasing Policy
19. Americans with Disabilities Act
20. No Third-Party Beneficiary
21. Termination for Default
22. Termination for Convenience
23. Prevailing Wages
24. Employment of Unauthorized Aliens Prohibited
25. Missouri Anti-Discrimination Against Israel Act
26. No Waiver of Immunities
27. Amendment
28. Governing Law and Venue
29. General Laws
30. Notices
31. Counterparts and Electronic Signatures
32. Contract Documents
33. Entire Contract
- Contract Signature Page

Exhibits:

- A City's RFP for Grinding Services 165/2023
- B None – reserved for future use
- C None – reserved for future use
- D Contractor's Performance Bond
- E Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G None – reserved for future use
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law Applicable for the Project
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated [click here and insert date in text box](#)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hansen's Tree, Lawn, and Landscaping Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
104 Hansen Court

6 City, state, and ZIP code
O'Fallon, MO 63366

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	3	-	1	5	1	0	9	2	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Brooke Davis HR Manager Date ► 1-3-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



Company ID Number: 296180

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 296180

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

Employer Hansens Tree, Lawn, and Landscaping Services, Inc.

Brooke C Davis

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/13/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/13/2010

Date



Company ID Number: 296180

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Hansens Tree, Lawn, and Landscaping Services, Inc.

Company Facility Address: 104 Hansen Court

OFallon, MO 63366

Company Alternate
Address:

County or Parish: SAINT CHARLES

Employer Identification
Number: 431510925

North American Industry
Classification Systems
Code: 113

Parent Company: _____

Number of Employees: 100 to 499

Number of Sites Verified
for: 2

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

- MISSOURI 2 site(s)



August 17, 2023

Hansen's Tree, Lawn, and Landscaping Services, Inc.
Attn: Ken Byrne
104 Hansen Court
O'Fallon, Missouri 63366

VIA E-MAIL: ken@hansenstree.com

Dear Mr. Byrne:

In accordance with RFP 165/2023 Grinding Services, this letter shall constitute an official request by the City of Columbia, Missouri to enter into competitive negotiations with your company.

In your response to this Best and Final Offer (BAFO), you may make any modification, addition, or deletion deemed necessary to your proposal. However, it is not necessary for you to resubmit your entire proposal. Only the portions of your proposal that are being revised because of this request for a BAFO need to be submitted. Furthermore, please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing. Finally, with this BAFO request the City of Columbia is specifically asking you to provide additional information on the following items:

- 1) Exhibit E, Method of Performance: Hansen's Tree, Lawn, and Landscaping Services, Inc. shall complete Exhibit E, Method of Performance, including providing the descriptive literature/documentation on each equipment proposed with the inclusion of horse power and associated material throughput efficiency.**

You are requested to respond to this BAFO request by 5:00 PM CST on Thursday, August 24, 2023 to Autumn Klauba at autumn.klauba@como.gov.

You are reminded that proposal documents including any BAFO documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected.

If you have any questions regarding this BAFO request, please contact me at (573) 817-5020 or by e-mail. I sincerely appreciate your efforts in working with the City of Columbia to ensure a thorough evaluation of your proposal.

Sincerely,

Autumn Klauba
Senior Procurement Officer

c: Evaluation Team
RFP 165/2023



104 Hansen Court
O'Fallon, MO 63366
Phone: 636-379-1830 Fax: 636-379-1866
www.hansenstree.com

City of Columbia Grinding Services

EXHIBIT E

METHOD OF PERFORMANCE

A. Equipment

1. Tub Grinder: 2007 Vermeer TG 7000 Hp 1050
Through put approximately 3,500.00 yards per day.
2. Horizontal grinder: 2021 Vermeer HG 6800T Hp 950
Through put approximately 4,000.00 yards per day.
3. Excavator: 2018 Cat 325 with rotating rotobec grapple to feed the grinders.
4. 2021 Link belt 210x4 excavator with rotating rotobec grapple to feed the grinders.
5. Wheel loader: 2020 Hyundai 955 wheel loader with 7 yard rock land roll out bucket.

B. Estimated lead time: 7-10 Day lead time.

C. Warranty information: No Warranties.

D. 7-10 days to mobilize equipment.

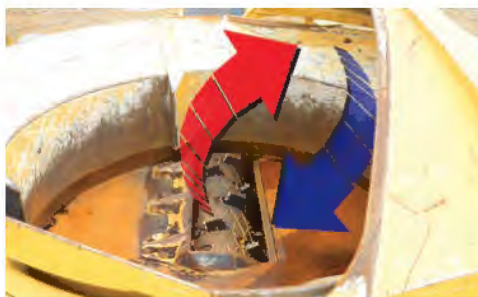
Ken Byrne 314-280-0579 Ken@hansenstree.com

TG7000 TUB GRINDER



OPTIMAL CUTTING PERFORMANCE.

The patented Series III duplex drum offers proven cutting performance, and reversible hammers and tips nearly double the wear life of single-sided designs and simplify daily maintenance.



JOB SITE SAFETY. The patented thrown object restraint system (TORS) reduces the amount and distance of thrown material debris, and has a smooth underside for better material flow.



CONVENIENT CONTROL. Monitor real-time performance and data via the on-rig display or remote control.



OVERBAND MAGNET. An optional, overband helps remove ferrous material from the end product.



JOB SITE EFFICIENCY. An optional loader cab with grapple allows for a one-man operation, helping reduce labor costs and increase efficiency.



ENGINE POWER. A C27 Tier 4F engine provides 950 hp (708 kW) of power to meet your jobsite demands.



VERMEER.COM

Vermeer

**EQUIPPED TO
DO MORE.**

TG7000 TUB GRINDER

GENERAL DIMENSIONS – NON-LOADER

Max transport length: 43.6' (13.3 m)
Max transport width: 11.92' (3.6 m)
Max transport height: 162" (411.48 cm)
Weight: 78,000 lb (35,380.2 kg)

GENERAL DIMENSIONS – LOADER

Max transport length: 43.6' (13.3 m)
Max loader reach: 29.5' (9 m)
Max transport width: 11.9' (3.6 m)
Max transport height: 162" (411.5 cm)
Weight: 90,000 lb (40,823.3 kg)

ENGINE OPTION ONE

Make/model: C27 Tier 4 Final
Gross horsepower: 950 hp (708 kW)
Fuel tank capacity: 500 gal (1892.7 L)

ENGINE OPTION TWO (FOR LESSER REGULATED COUNTRIES)

Model: Caterpillar C27 Tier 2
Gross horsepower: 950 hp (708 kW)
Fuel tank capacity: 500 gal (1892.7 L)

FEED SYSTEM

Inside diameter of tub: 10' (3 m)
Inside flare diameter (at tub opening): 13' (3.9 m)
Depth of tub: 4.7' (1.4 m)

DUPLEX DRUM

Millbox opening: 32" x 72" (81.3 x 182.9 cm)
Drum diameter: 22.5" (57.2 cm)
Number of hammers: 10
Number of tips: 20

SCREENS

Screen dimensions: 72.4" x 28.1" (183.9 cm x 71.4 cm) with .75" and 1" (1.9 cm and 2.5 cm) thick wear surface
Screen area: 4,069 sq in (26,251 sq cm)

DISCHARGE SYSTEM – SINGLE BELT DESIGN

Belt length: 24' (7.3 m)
Belt width: 48" (121.9 cm)
Belt design: 330# with V-cleat

HYDRAULIC SYSTEM

Tank capacity: 100 gal (378.5 L)
Implement pump type: Axial piston, variable displacement

CONTROLS

Stationary: LCD multifunction
Remote: Multifunction with built-in LCD display; max 300' (91.4 m) operating range

OPTIONAL LOADER

Loader reach: 29.5' (9 m)
Pedestal/Cab rotation: 370°
Loader lift capacity at full reach: 4000 lb (1814.4 kg)
Loader lift capacity at 10' (3.1 m): 12,000 lb (5443.1 kg)
Grapple type: Multi-tine, continuous 360° rotation
Grapple weight: 1450 lb (657.7 kg)

OPTIONAL AIR COMPRESSOR

Brand: Mi-T-M
Engine: 11.7 hp (8.7 kW) Honda
Max pressure: 175 psi (12.1 bar)
Max air flow: 29 cfm (0.8 m³/min)
Tank capacity: 30 gal (113.6 L)

OPTIONS

Super single wheel assemblies
Auto reversing fan
Air ride suspension
Confidence Plus® asset protection program
Damage Defense system
Overband magnet
Work lights
Loader

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PRODUCT SPECIFICATIONS FOR 325 - TIER 4 / STAGE V

ENGINE



Net Power - ISO 9249	172 HP
Engine Model	Cat C4.4
Engine Power - ISO 14396	174 HP
Bore	4 in
Stroke	5 in
Displacement	269 in³

HYDRAULIC SYSTEM

Main System - Maximum Flow - Implement	429 L/min (× 2 pumps)/113 gal/min (× 2 pumps)
Maximum Pressure - Equipment - Normal	5075 psi
Maximum Pressure - Equipment - Lift Mode	5510 psi
Maximum Pressure - Travel	5075 psi
Maximum Pressure - Swing	3988 psi

SWING MECHANISM

Swing Speed	11.12 r/min
Maximum Swing Torque	60300 ft·lbf

WEIGHTS

Operating Weight	62800 lb
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MACHINE WEIGHT

Operating Weight - 600 mm (24'') Triple Grouser Shoes	49400 lb
Note (1)	Standard undercarriage, Reach boom, R2.9 m (9'6'') stick, HD 0.9 m³ (1.18 yd³) bucket, 600 mm (24'') triple grouser shoes, and 4900 kg (10,800 lb) counterweight.
Operating Weight - 790 mm (31'') Triple Grouser Shoes	62800 lb
Note (2)	Long undercarriage, Reach boom, R2.9 m (9'6'') stick, HD 1.19 m³ (1.56 yd³) bucket, 790 mm (31'') HD triple grouser shoes and 8300 kg (18,300 lb) counterweight.

SERVICE REFILL CAPACITIES

Fuel Tank Capacity	82.7 gal (US)
Cooling System	3.1 gal (US)
Engine Oil	4 gal (US)
Swing Drive	3.2 gal (US)
Final Drive - Each	1.1 gal (US)
Hydraulic System - Including Tank	60.8 gal (US)
Hydraulic Tank	29.4 gal (US)
DEF Tank	6.9 gal (US)

DIMENSIONS

Boom	Reach 5.7 m (18'8'')
Stick	Reach 2.9 m (9'6'')
Bucket	HD 1.19 m³ (1.56 yd³)

Shipping Height - Top of Cab	10.1 ft
Handrail Height	10.5 ft
Shipping Length	29.2 ft
Tail Swing Radius	5.11 ft
Track Length	14.7 ft
Length to Center of Rollers	12 ft
Ground Clearance	1.5 ft
Track Gauge	7.1 ft
Transport Width - 600 mm (24") Shoes	9.8 ft
Transport Width - 700 mm (28") Shoes	10.1 ft
Transport Width - 790 mm (31 in) Shoes	10.4 ft
Counterweight Clearance	3.3 ft

WORKING RANGES & FORCES

Maximum Digging Depth	22 ft
Boom	Reach 5.7 m (18'8")
Stick	Reach 2.9 m (9'6")
Bucket	HD 1.19 m³ (1.56 yd³)
Maximum Reach at Ground Level	32.1 ft
Maximum Cutting Height	36 ft

Maximum Loading Height	25.11 ft
Minimum Loading Height	9.9 ft
Maximum Depth Cut for 2440 mm (8 ft) Level Bottom	21.5 ft
Maximum Vertical Wall Digging Depth	16 ft
Bucket Digging Force - ISO	33720 lbf
Stick Digging Force - ISO	23830 lbf

SUSTAINABILITY

Recyclability	98%
---------------	-----

325 - TIER 4 / STAGE V STANDARD EQUIPMENT

NOTE

Standard and optional equipment may vary. Consult your Cat dealer for details.

CAB

- ROPS
- Mechanical-suspension seat (Comfort only)
- Heated air-suspension seat (Deluxe only)
- Heated and ventilated air-suspension seat (Premium only)
- High-resolution 203 mm (8 in) LCD touchscreen monitor (Comfort only)
- High-resolution 254 mm (10 in) LCD touchscreen monitor (Deluxe, Premium only)

CAT TECHNOLOGIES

- Cat Product Link™
- Remote Flash
- Remote Troubleshoot
- Cat Grade with 2D
- Cat Assist
- Cat Payload
- 2D E-Fence

ELECTRICAL SYSTEM

- Two 1,000 CCA maintenance free batteries
- Programmable time-delay LED working lights
- LED chassis light, left-hand/right-hand boom lights, cab lights

ENGINE

Three selectable modes: Power, Smart, Eco
One-touch low idle with auto engine speed control
Auto engine idle shutdown
50° C (122° F) high-ambient cooling capacity without de-rate
–18° C (0° F) cold start capability
Double element air filter with integrated precleaner
Reversing electric cooling fans
Biodiesel capability up to B20

HYDRAULIC SYSTEM

Boom and stick regeneration circuits
Auto hydraulic warm up
Auto two-speed travel
Boom and stick drift reduction valve
Auto dig boost

SERVICE AND MAINTENANCE

Sampling ports for Scheduled Oil Sampling (S·O·S)
Ground-level and platform-level engine oil dipsticks

SAFETY AND SECURITY

Rearview camera
Right-side-view camera
Lift assist
Ground-level engine shutoff switch
Right-hand handrail and hand hold
Signaling/warning horn

UNDERCARRIAGE AND STRUCTURES

Long undercarriage
Tie-down points on base frame

325 - TIER 4 / STAGE V OPTIONAL EQUIPMENT

NOTE

Standard and optional equipment may vary. Consult your Cat dealer for details.

BOOMS AND STICKS

5.7 m (18'8") Reach boom
5.7 m (18'8") HD Reach boom
2.8 m + 3.3 m (9'2" + 10'10") VA boom
2.9 m (9'6") Reach stick

2.9 m (9'6") HD Reach stick
2.9 m (9'6") Thumb Ready stick

CAB

Cat Stick Steer
Auxiliary relay

CAT TECHNOLOGIES

Cat Grade with Advanced 2D
Cat Grade with 3D single GNSS
Cat Grade with 3D dual GNSS

ELECTRICAL SYSTEM

360° lighting

ENGINE

-32° C (-25° F) cold start capability

HYDRAULIC SYSTEM

Boom and stick lowering check valves
Hammer return filter circuit
Combined Tool Control (two pump, one/two way high-pressure flow)
Medium-pressure circuit
Quick coupler circuit

SAFETY AND SECURITY

Cat Detect - People Detection
360° visibility (requires 254 mm [10 in] monitor)
Swing alarm
Cat Command remote control

SERVICE AND MAINTENANCE

Electric refueling pump with auto shut off
Integrated vehicle health management system

UNDERCARRIAGE AND STRUCTURES

Standard undercarriage (available only in Japan)
600 mm (24") triple grouser shoes
600 mm (24") HD triple grouser shoes
700 mm (28") triple grouser shoes
700 mm (28") HD triple grouser shoes
790 mm (31") triple grouser shoes
790 mm (31") HD triple grouser shoes
8300 kg (18,300 lb) counterweight

6700 kg (14,771 lb) counterweight

4900 kg (10,800 lb) counterweight

2980 mm (9'9") blade

3170 mm (10'5") blade

HG6800TX

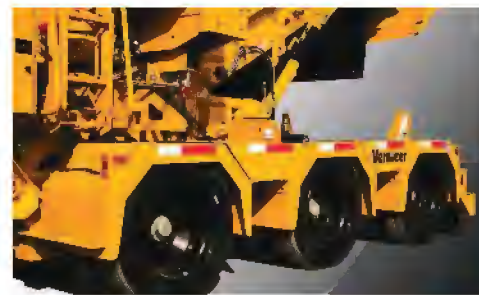
HORIZONTAL GRINDER



OPTIMAL CUTTING PERFORMANCE. The Series III hard-faced patented duplex drum has increased life with enhancements such as an independently secured wedge system and enhanced drum balancing.



CONVENIENT FEEDING. The HG6800TX features low sidewalls to aid in feeding whole trees and other larger material with less restriction, reducing the number of user interactions with the material.



MOBILITY. The DT6 optional integrated dolly transport system eliminates the need for a dedicated trailer to move between sites.



JOBSITE SAFETY. The thrown object deflector (TOD) reduces the amount and distance of thrown material debris.



ENGINE HORSEPOWER. The dynamic combination of a high-horsepower engine on a machine boasting a compact design, results in a versatile horizontal grinder with high production capabilities.



CONVENIENT CONTROL. The transceiver remote is equipped with the machine control menu, providing the ability to supply the user with machine-operating information to monitor the machine's health, and a fault log.

HG6800Tx HORIZONTAL GRINDER

GENERAL DIMENSIONS

Max transport length: 48.1' (14.7 m)

Max transport width: 10' (3.1 m)

Max transport height: 12' (3.7 m)

ENGINE OPTION ONE

Make and model: CAT C27 Tier 4 Final

Gross horsepower: 950 hp (708 kW)

Fuel tank capacity: 350 gal (1324.9 L)

Fan: Hydraulic reversing

Clutch type: PT Tech HPT015 FX

ENGINE OPTION TWO

Make and model: CAT C27 Tier 2

Gross horsepower: 950 hp (708 kW)

Fuel tank capacity: 350 gal (1324.9 L)

Fan: Hydraulic reversing

Clutch type: PT Tech HPT015 FX

INFEED SYSTEM

Feed table width: 60" (152.4 cm)

Feed table length: 20' (6.1 m)

Feed opening height: 50" (127 cm)

Infeed roller diameter: 36.1" (91.7 cm)

DUPLEX DRUM

Duplex drum: Series III hardfaced drum

Drum cutting width: 62.4" (158.5 cm)

Tip diameter: 36.4" (92.5 cm)

Number of hammers: 10

Number of tips: 20

Screen area: 3583 in² (23116.1 cm²)

Thrown object deflector: Standard

DISCHARGE SYSTEM

Belt width: 48" (121.9 cm)

Load height: 14' (4.6 m)

TRACK

Track type: D5 double grouser

Track width: 26" (66.1 cm)

Ground speed: 2.8 mph (4.5 km/h)

CONTROL STATION

Radio remote type: Transceiver with LCD

Gauges: Panel-mount LCD with keypad inputs

Engine information: Yes

Machine information: Yes

Operational faults: Yes

OPTIONS

Damage Defense system

Magnetic discharge conveyor pulley

Extended warranty

Vermeer Confidence Plus® asset protection program

Special paint

Screen hoist

Air compressor

DT6 dolly transport system

SPECIFICATIONS

HL955

Tier 4 Final Engine



*Photo may include optional equipment

Net Power

197 HP (147 kW) / 2,200 rpm

Operating Weight

15,420 kg / 33,995 lb

Standard Bucket

2.8 m³ / 3.7 yd³

 **HYUNDAI**
CONSTRUCTION EQUIPMENT

SPECIFICATIONS HL955

Make/model	CUMMINS / QSB6.7
Type	Water-cooled, 4-cycle, turbocharged air-cooled, direct-injection electronically controlled diesel engine
Gross power	200 HP (149 kW) / 2,200 rpm
Net power	197 HP (147 kW) / 2,200 rpm
Maximum torque	95 kg·m (685 lb·ft) / 1,400 rpm
No. of cylinders	6
Bore x stroke	107 mm (4.21") x 124 mm (4.88")
Displacement	6.7 l (409 in³)
Compression ratio	17.3 : 1
Air cleaner	Dry, 2-stage dual elements
Alternator	24 V - 95 Amp
Battery	2 x 12 V - 160 Ah, 900 CCA
Starting motor	24 V - 7.8 kW

Torque converter type	3-element, single-stage, single-phase
-----------------------	---------------------------------------

* Fully automatic power shift, countershaft type with soft-shift in range and direction.

Travel speed, km/h (mph)		4 speed T/M	5 speed T/M with lockup clutch
Forward	1st	6.9 (4.3)	6.4 (4.0)
	2nd	11.4 (7.1)	11.1 (6.9)
	3rd	23.0 (14.3)	17.1 (10.6)
	4th	38.5 (23.9)	26.6 (16.5)
	5th	-	40.0 (24.9)
Reverse	1st	7.3 (4.5)	6.7 (4.2)
	2nd	12.0 (7.5)	11.7 (7.3)
	3rd	24.3 (15.1)	28.0 (17.4)

Drive system	Four-wheel drive system
Mount	Rigid front axle and oscillating rear axle
Rear axle oscillation	±11° center pin-loaded
Hub reduction	Planetary reduction at wheel end
Differential	Hydraulic lock (front) / conventional (rear)
Reduction ratio	23.680

OVERVIEW

Description	UNIT	HL955	HL955XT
Operating weight	kg (lb)	15,420 (33,995)	15,775 (34,780)
Bucket capacity	Heaped m³ (yd³)	2.8 (3.6)	2.8 (3.6)
	Struck m³ (yd³)	2.4 (3.1)	2.4 (3.1)
Breakout force—bucket	kg (lb)	13,000 (28,660)	12,790 (28,200)
Tipping load	Straight kg (lb)	12,310 (27,139)	9,490 (20,920)
	Full turn kg (lb)	10,780 (23,766)	8,200 (18,075)

TIRES

Type	Tubeless, loader design tires
Standard	20.5 R25, L3 20.5-25, 16PR, L2
Options include	20.5-25, 16PR, L3
	20.5-25, 16PR, L5
	17.5-25, 12PR, L3

Type	Load-sensing hydraulic system
Pump	Variable-displacement piston pump, 185 l/min (49 gpm)
Control valve	2-spool (bucket, boom) 3-spool (bucket, boom, aux)
System pressure	280 kgf/cm² (3,983 psi)
Lift circuit	The valve has four functions: raise, hold, lower and float Can adjust automatic kick-out from horizontal to full lift
Tilt circuit	The valve has three functions: tilt back, hold and dump Can adjust automatic bucket positioner to desired load angle
Cylinder	Type: double acting
	No. of cylinders—bore x stroke: Lift: 2-125mm (4.9") x 745mm (29.3")
	Tilt: 1-140mm (5.5") x 485mm (19.1") Tilt: 1-140mm (5.5") x 490mm (19.3")
Cycle times	Raise: 5.8 sec
	Dump: 1.2 sec
	Lower: 3.8 sec
	Total: 10.8 sec

BRAKES

Service brakes	Hydraulically actuated, wet-disc brakes actuate all 4 wheels Independent axle-by-axle system
Parking brake	Self-adjusting and wheel speed brake Spring applied, hydraulic released brake
Emergency brake	When brake oil pressure drops, indicator light alerts operator, and parking brake automatically applies

STEERING SYSTEM

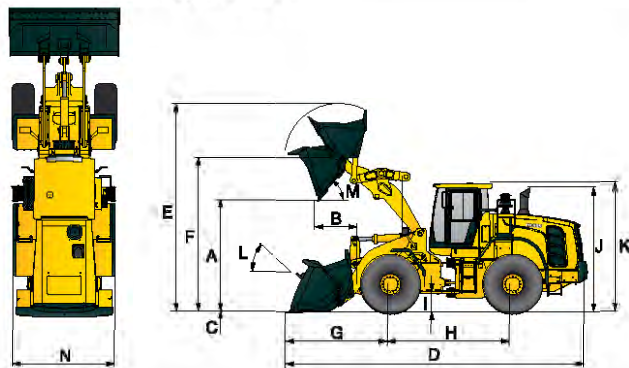
Type	Load-sensing hydrostatic articulated steering
Pump	Variable-displacement piston pump, 109 l/min (29 gpm)
Relief valve setting	250 kgf/cm² (3,556 psi)
Cylinder	Double acting 2-65 mm (2.6") x 418 mm (16.5")
Steering angle	40° both right and left angle, respectively
Additional features	Center-point frame articulation Tilt and telescopic steering column

REFILL

Fuel tank	250 l (66 gal)
DEF tank	27 l (7.1 gal)
Cooling system	42 l (11.1 gal)
Crankcase	18 l (4.8 gal)
Transmission	33 l (8.7 gal)
Front axle	32 l (8.5 gal)
Rear axle	24 l (6.3 gal)
Hydraulic tank	108 l (28.5 gal)
Hydraulic system (including tank)	188 l (49.7 gal)

DIMENSIONS

All dimensions are approximate



Description	UNIT	HL955	HL955XT
General purpose bolt-on cutting edge			
A. Dumping clearance at max. height and 45° dump angle.	mm (ft-in)	2,840 (9' 3.8")	3,415 (11' 2.4")
B. Reach	Full lift	mm (ft-in)	1,125 (3' 8.3")
	2,134 mm	mm (ft-in)	1,670 (5' 5.7")
	height (7 feet)	mm (ft-in)	2,200 (7' 2.6")
C. Digging depth	mm (in)	85 (3.3)	120 (4.7)
D. Overall length	on ground	mm (ft-in)	7,630 (25' 0")
	at carry	mm (ft-in)	8,235 (27' 2")
		mm (ft-in)	7,535 (24' 8.7")
		mm (ft-in)	8,170 (26' 9.7")

Description	UNIT	HL955	HL955XT
E. Overall height (fully raised)	mm (ft-in)	5,380 (17' 7.8")	5,955 (19' 6.5")
F. Bucket pivot height (max)	mm (ft-in)	3,940 (12' 11.1")	4,515 (14' 9.8")
G. Front overhang	mm (ft-in)	2,625 (8' 7.3")	3,220 (10' 6.8")
H. Wheelbase	mm (ft-in)	3,050 (10' 0.1")	3,050 (10' 0.1")
I. Ground clearance	mm (ft-in)	410 (1' 4.1")	410 (1' 4.1")
J. Height over exhaust	mm (ft-in)	3,273 (10' 8.9")	3,273 (10' 8.9")
K. Height over cab	mm (ft-in)	3,390 (11' 1.5")	3,390 (11' 1.5")
L. Rollback on ground	deg	43	43
angle at carry	deg	48	48
M. Dump angle	deg	48	48
Clearance circle, over bucket (carry position)	mm (ft)	12,470 (40' 10.9")	13,050 (42' 9.8")
Clearance circle, outside of tires	mm (ft)	11,014 (36.13)	11,014 (36.13)
Clearance circle, inside of tires	mm (ft)	5,854 (19.20)	5,854 (19.20)
N. Overall width	with bucket	mm (ft-in)	2,740 (8' 11.9")
	without bucket	mm (ft-in)	2,580 (8' 5.6")
		mm (ft-in)	2,580 (8' 5.6")

HL955 / DENSITY OF OPERATING MATERIALS

Loose material

Material Density

Earth/clay

1.5~1.7 tons / m³ (2,528~2,865 lb / yd³)

Sand and gravel

1.5~1.7 tons / m³ (2,528~2,865 lb / yd³)

Aggregate

25~76 mm (1" to 3")

1.6~1.7 tons / m³ (2,697~2,865 lb / yd³)

19 mm (3/4") and larger

1.8 tons / m³ (3,034 lb / yd³)

HL955 / DENSITY OF OPERATING MATERIALS

Lift arm	Bucket	Type	m³ (yd³)	Material Density [t/m³] (lb / yd³)															
				1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	2.4	
				(1,686)	(1,854)	(2,023)	(2,191)	(2,360)	(2,528)	(2,697)	(2,865)	(3,034)	(3,203)	(3,371)	(3,540)	(3,708)	(3,877)	(4,045)	
Standard lift arm	General Purpose	Cutting edge	2.8 (3.6)				3.2 m³ (4.2 yd³)							2.7 m³ (3.5 yd³)					
		Cutting edge	3.0 (3.9)				3.5 m³ (4.6 yd³)							2.9 m³ (3.8 yd³)					
		1-piece bolt-on tooth	2.7 (3.5)				3.1 m³ (4.0 yd³)								2.6 m³ (3.4 yd³)				
		1-piece bolt-on tooth	2.9 (3.8)				3.3 m³ (4.3 yd³)							2.8 m³ (3.6 yd³)					
		2-piece bolt-on tooth	2.7 (3.5)				3.1 m³ (4.0 yd³)								2.6 m³ (3.4 yd³)				
		2-piece bolt-on tooth	2.9 (3.8)				3.3 m³ (4.3 yd³)							2.8 m³ (3.6 yd³)					
		2-piece bolt-on tooth and segment edge	2.8 (3.6)				3.2 m³ (4.2 yd³)							2.7 m³ (3.5 yd³)					
		Cutting edge	2.8 (3.6)				3.2 m³ (4.2 yd³)							2.7 m³ (3.5 yd³)					
High-lift arm (XT)	General Purpose	Cutting edge	3.0 (3.9)				3.5 m³ (4.6 yd³)							2.9 m³ (3.8 yd³)					
		1-piece bolt-on tooth	2.7 (3.5)				3.1 m³ (4.0 yd³)								2.6 m³ (3.4 yd³)				
		1-piece bolt-on tooth	2.9 (3.8)				3.3 m³ (4.3 yd³)							2.8 m³ (3.6 yd³)					
		2-piece bolt-on tooth	2.7 (3.5)				3.1 m³ (4.0 yd³)								2.6 m³ (3.4 yd³)				
		2-piece bolt-on tooth	2.9 (3.8)				3.3 m³ (4.3 yd³)							2.8 m³ (3.6 yd³)					
		2-piece bolt-on tooth and segment edge	2.8 (3.6)				3.2 m³ (4.2 yd³)							2.7 m³ (3.5 yd³)					
		Cutting edge	2.8 (3.6)				3.2 m³ (4.2 yd³)							2.7 m³ (3.5 yd³)					
		Cutting edge	3.0 (3.9)				3.5 m³ (4.6 yd³)							2.9 m³ (3.8 yd³)					

115% 100% 95%

CAB & INTERIOR	STD	OPT
Alternator, 95 amp	•	
Alarms, audible and visual		
Air filter clogging	•	
Transmission error	•	
Battery voltage	•	
Brake oil pressure	•	
Engine oil pressure	•	
Parking brake	•	
Fuel level	•	
Hydraulic oil temperature	•	
Coolant temperature	•	
Transmission oil temperature	•	
Service brake oil pressure	•	
Coolant level	•	
Water in fuel	•	
Alarm, backup	•	
Batteries, PT		
900 CCA, 12V, (2)	•	
Gauges		
Engine coolant temperature	•	
Fuel level	•	
Speedometer	•	
Transmission oil temperature	•	
Horn, electric	•	
Indicator lights		
T/C lockup	•	
High beam	•	
Turn signal	•	
FNR joystick steering		•
Pilot cutoff	•	
LCD display		
Clock and fault code	•	
Operating hour counter	•	
Engine rpm	•	
Transmission gear range	•	
Indicator	•	
Job time and distance	•	
Temperature (coolant, hydraulic oil, t/m oil)	•	
Lighting system		
LED dome light	•	
2 stop and taillights	•	
4 turn signals	•	
Brake lights (counterweight)	•	
2 headlights on front tower	•	
2 working lights on front roof	•	
4 working lights on front roof, 2 working lights on rear roof		•
4 working lights (2 xenon) on front roof, 2 working lights on rear roof		•
4 working lights (LED) on front roof, 2 working lights (LED) on rear roof		•
2 working lights on grille	•	
Switches		
Hazard	•	
Ignition	•	
Parking	•	
Battery master switch	•	
FNR	•	
Diff lock	•	
SCR cleaning / inhibit	•	
Secondary steering test		•
Pilot cutoff	•	
Integrated monitor switches		
Main light switch	•	
Work light switch	•	
Auto grease switch	•	
Quick coupler switch	•	
Ride control switch	•	
Work load switch	•	
Beacon lamp switch	•	
Rear wiper switch	•	
Mirror heat switch	•	
Auto position switch	•	
Fine modulation switch	•	

CAB & INTERIOR	STD	OPT
Cab (sound suppressed and pressurized) with		
Cigar lighter and ashtray	•	
Coat hook	•	
Automatic climate control		
Air conditioner and heater	•	
Defroster	•	
Intermittent wiper and washer, front and rear	•	
Seat		
3" retractable seat belt and adjustable air suspension (heated)	•	
Personal storage space		
Console box	•	
Holder, can and cup	•	
Rearview mirrors (1 inside)	•	
Rearview mirrors (2 outside)	•	
Rearview mirrors (2 outside, heated)	•	
Steering column, tilt and telescopic	•	
Steering wheel with knob	•	
Roller type sunshade (front window)	•	
Roller type sunshade (rear window)		•
Tinted safety glass	•	
One door cab	•	
Magazine pocket	•	
Pedals		
One accelerator pedal	•	
One brake pedal	•	
Dual-brake pedal		•
Radio / USB player	•	
Bluetooth	•	
Miracast	•	
Rubber floor mat	•	
Armrest	•	
24-volt to 12-volt DC converter (20A)	•	

ENGINE	STD	OPT
Engine, Cummins Q5B6.7		
Tier 4 Final / Stage 4	•	
Engine enclosure, lockable	•	
Engine fuel priming pump	•	
Fan guard	•	
Reversible cooling fan	•	
Fuel/water separator	•	
Antifreeze	•	
Clean emission module		
DOC and SCR	•	
Radiator	•	
Starting aid (air intake heater)	•	
Fuel heater	•	
Coolant-level sight gauge	•	
Engine oil-level dipstick gauge	•	
Fuel heater (dual)		•
Air cleaner with auto dust eject	•	
3-stage air pre-cleaner	•	

POWER TRAIN	STD	OPT
Brakes: service, enclosed wet-disc	•	
Parking brake	•	
Torque converter	•	
Transmission F4 / R3, computer-controlled, electronic soft-shift, auto-shift and kick-down features	•	
Transmission F5 / R3 with lockup clutch		•
Transmission oil sight level	•	
Limited-slip differential (front, rear)		•
Transmission oil cooler	•	
Transmission oil cooler with thermostat		•
Hydraulic lock differential (front) / Conventional differential (rear)	•	
Front axle cooling system	•	
Hydraulic lock differential (front) / Limited-slip differential (rear)		•

POWER TRAIN	STD	OPT
Tires		
20.5 R25, L3	•	
20.5 - 25, 16PR, L3		•
20.5 - 25, 16PR, L2		•
20.5 - 25, 16PR, L5		•
20.5 R25, XHA2, L3		•
17.5-25, 12PR, L3		•
Travel speed limiter (20-40 km/h)	•	

HYDRAULIC SYSTEM	STD	OPT
Boom kick-out, automatic	•	
Bucket positioner, automatic	•	
Diagnostic pressure taps	•	
Hydraulic oil cooler	•	
Hydraulic control, 3 spool	•	
Joystick control (EH control)	•	
Fingertip control (EH control)		•
Joystick steering		•
Ride control system	•	
Secondary steering system		•
Extra piping for auxiliary function		•
Quick coupler piping	•	
Auto grease system		•

OTHER	STD	OPT
Articulation locking bar	•	
Counterweight	•	
Additional counterweight		•
Door and cab locks, one key	•	
Doors, service access (locking)	•	
Drawbar with pin	•	
Ergonomically located and slip resistant, left & right	•	
Handrails	•	
Ladders	•	
Platforms	•	
Steps	•	
Hydraulic oil-level sight gauge	•	
Lift and tie-down hooks	•	
Loader linkage, sealed	•	
Z-bar design	•	
Vandalism protection caplocks	•	
Toolkit		•
Tooth, 1 piece, bolt-on type		•
Tooth, 2 pieces, bolt-on type		•
Cutting edge, bolt-on type		•
Pallet forks		•
Guards		
Crankcase		•
Transmission		•
Half fenders front and rear	•	
Full rear fenders		•
Wheel chock		•
License plate and lamp		•
Hi-Mate remote management system		
Mobile	•	
Satellite		•

SAFETY	STD	OPT
Beacon light, rotating		•
Fire extinguisher		•
Rearview camera	•	

* Standard and optional equipment may vary. Contact your Hyundai dealer for more information. The machine may vary according to international standards.

* The photos may include attachments and optional equipment that are not available in your area.

* Materials and specifications are subject to change without advance notice.

* All imperial measurements rounded off to the nearest pound or inch.



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1002-WL-SP 1/2018v6

PLEASE CONTACT

SAE Net Horsepower: 160 HP (119 kW)
Operating Weight: 48,900 lbs. (22 200 kg)
Digging Depth: 21 ft 10 in (6.65 m)

210x4



Link-Belt
EXCAVATORS

SPECIFIC

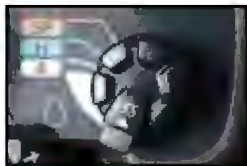


PERFORMANCE, PRODUCTIVITY AND RELIABILITY COME STANDARD

Link-Belt X4 Series excavators are built to exceed your expectations. New electronically-controlled hydraulic pumps reduce cycle times by as much as 9%. Expect more power and fuel efficiency, thanks to an innovative Final Tier 4 engine that delivers up to 12% improved fuel consumption, **without a Diesel Particulate Filter (DPF) to maintain or replace!** Settle in to the roomiest, most accommodating cab in its class, with more legroom and a new high-back, heated seat for shift-long comfort. Daily maintenance is a snap, with ground-level access to all service points, easily opened by hand.



INNOVATION AND ATTENTION TO DETAILS AT EVERY LEVEL



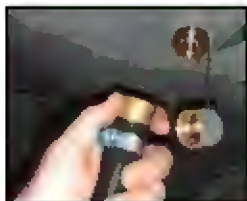
- Three power modes (Speed Priority, Heavy and Applied Power) let you **choose the best blend of power, precision and fuel savings** for the work you're doing



- EPA Final Tier 4 engine is **fuel efficient without sacrificing power**



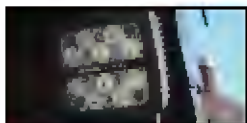
- **No DPF** to ever worry about!
- 2-3% DEF (Diesel Exhaust Fluid) consumption rate relative to fuel consumption, combined with one of the largest DEF tank capacities lets you work long hours between refills



- Ground level access to routine service points lets you **cut daily maintenance down to just minutes**



- Quiet, pressurized cab offers **excellent visibility and comfortable, best-in-class seating**
- Enough floor space to **accommodate the largest of work boots**, with cup holders and roomy storage compartments for cell phones, snacks and other personal items



- Dual cab working lights are standard, or choose optional LEDs for **added visibility**



- Ergonomic joysticks **fit your hand perfectly**

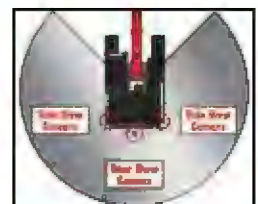
- 7" high-definition LCD monitor **keeps you connected to your machine and work environment**



- RemoteCARE® telematics **keeps a watchful eye** on performance, maintenance intervals and theft deterrence



- Full-time, rear-view camera display is standard; add the WAVES™ option for a **seamless 270° view around the machine**



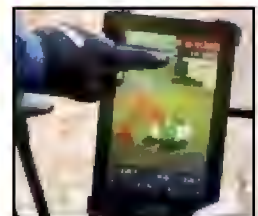
- Structural improvements to the boom and arm **reduce stress and provide greater durability**



- Robust undercarriage features **larger track rollers and thicker plating for longer life**
- Unique side-frame design **reduces dirt accumulation** and is **easier to clean**



- Add Link-Belt **2D Machine Guidance** to **maintain a consistent grade and depth control** for all projects. Choose **2D Machine Control** for semiautonomous digging; operator controls the speed of the stick while the boom and bucket automatically adjust to maintain the target grade.



**All improvements and percentage increases are in reference to Link-Belt X3 Series excavators, unless otherwise stated*



QUICK AND RESPONSIVE TO TAKE ON TOUGH CHALLENGES



Greater digging power, increased lift capacities and faster cycle times start with our intuitive Ulti-Flow™ hydraulic system featuring a 30% larger hydraulic passage area, larger spools and advanced controls. Pilot pressure sensors detect the type of work being done—such as digging or leveling—and then relays that data to proportional solenoid valves that quickly determine where optimal hydraulic pressures should be directed for that operation.

Two electronically-controlled Kawasaki variable-displacement axial-piston pumps and one Kawasaki gear pump assure that hydraulic power is delivered precisely when and where it's needed. At the same time, hydraulic flows in noncritical areas of the system are reduced.

The result is better breakout force, more lifting strength and faster machine response. You'll dig, swing and dump quicker than ever before...with up to 9% faster cycle times and improved fuel efficiency!

- Proprietary hydraulic system
- New control valve with larger ports; less restriction means improved hydraulic flow for increased performance
- Electronically-controlled pumps for improved cycle times, quicker response and more efficient machine operation
- Move more dirt per gallon of fuel





The X4 Series features innovative EPA-certified Final Tier 4 engines from Isuzu that strike the ultimate balance between power, productivity and fuel efficiency. You'll experience up to 12% improved fuel efficiency, without having to worry about costly diesel particulate filters (DPF) to maintain or replace. Three power modes provide reliable power and control for any machine application. Choose Speed Priority (SP mode) to get jobs done quickly, Heavy (H mode) for the best blend of power and fuel savings or Applied Power (A mode), with 13 different RPM settings for precise control of heavy lifting, fine grading or leveling work.

- EPA-certified Tier 4 Final
- No DPF to maintain
- Up to 12% improved fuel economy
- 500-hr. fuel filter service intervals
- 10 diesel tank refills per 1 diesel exhaust fluid (DEF) refill
- 2.5% DEF consumption rate
- Two-stage DEF anti-freeze system for protection in harsh operating conditions
- 30 hrs. between SCR regenerations, only takes 5-10 minutes to complete!
- VGT (Variable Geometry Turbocharger)



POWER AND EFFICIENCY WITHOUT COMPROMISE



GRADE CONTROL TECHNOLOGY IMPROVES PRODUCTIVITY & ACCURACY

2D Machine Guidance (MG)

The 210 X4 can be fitted with the Link-Belt® 2D Machine Guidance (MG) system to help improve excavator operations on projects such as trenching for underground utilities and pipelines, digging footers and basements, site prep, building roads and mass excavation. Simply input the target depth, cross slope, and or mainfall slope required from the job and the system will provide visual and audible indication to help the operator maintain a desired grade thus eliminating under or over excavating.

2D MG leverages the existing machine monitor and eliminates clutter inside the cab. The 2D MG system also utilizes external inertial measurement unit (IMU) sensors to provide highly accurate guidance at a lower cost compared to “in-cylinder sensors”.

- Utilizes the machine monitor for all 2D MG operations.
- The 2D MG monitor indicates the position of the attachment relative to the target grade at all times providing the operator the information he needs without relying on a grade checker.
- Measurement mode enables the operator to use the excavator attachment as a precise measuring tool.
- Guidance mode displays depth, attachment angle, height & depth limitation alarm.
- Guidance system only, operator is in full control of the machine.
- Operators are up to 30% more productive with 2D MG compared to without technology.



2D Machine Control (MC)

The Link-Belt 2D Machine Control (MC) system enables operators to dramatically improve their productivity and accuracy while reducing their mental fatigue by automating the movement of the boom and bucket to keep the bucket cutting edge on the desired target grade. 2D MC is ideal for applications like trenching for underground utilities or pipelines or anything that requires the last pass to perfectly match the desired target grade whether it's a flat or sloping surface. The 2D MC system adds a 10" Android touchscreen display with an intuitive user interface and a machine control joystick in the cab to engage the semi-automatic boom and bucket control.

- Semi-automatic function intended for the last pass at the desired target grade, not for bulking out or mass excavation.
- The operator controls the speed of the stick while the boom and bucket automatically adjust to maintain the target grade.
- The operator is in full control and can override the semi-automatic function at all times.
- Operators can now create smooth, flat or sloped surfaces more easily when the excavator is placed in Autos mode.
- Operators are up to 30% more productive with 2D MC excavator automatics compared to a 2D MG system.





The X4 Series offers the most advanced and roomiest cab in its class. Comfortable, automotive-grade high-back seat with head rest provides superior lumbar back support. With a longer and wider seating surface, it reclines to a 155° maximum reclining angle to create a relaxed environment during breaks. Air-suspension seat is standard with tilting adjustment and seat heaters available as options.

The cab layout also includes ergonomically-designed arm rests that move with console, maintaining a constant distance between joysticks and arm rests no matter how the seat is adjusted.

- Quiet, pressurized cab
- Joysticks with easy-to-hold grip and switches
- Handy 'radio mute' and one touch wiper switch
- Optional proportional joysticks w/ auxiliary hydraulics control
- Cup holder and storage areas for cell phones and other small items
- Dual halogen cab lights standard
- Full time rear camera display
- Optional RH & LH side cameras
- ROPS and FOPS Level 1 certified, optional FOPS Level 2 head guard available
- Optional LED lights use less energy and are 3X brighter!
- Optional retractable rear window shade
- Optional front sun visor
- Improved radio with USB port and Bluetooth for hands-free communication.

MORE ROOM, COMFORT AND CONTROL FOR OPERATORS





High-Definition LCD monitor has a full-color 7" display that rivals the resolution found in luxury automobiles. Controls are easy to read and easy to use. The rear-view camera activates automatically whenever the machine is started, and sight guidelines have been added for increased safety.

- Anti-glare coating on screen
- Track up to 14 service maintenance reminders
- System/machine warning messages
- Monitor SCR auto regeneration
- Select and set up attachments: 5 presets for breakers; 5 presets for crushers
- In-cab pressure controls
- Anti-theft system
- Auto-adjusts for time and calendar
- 24 languages available



For the ultimate in visibility, X4 machines can be fitted with the Wide Angle Visual Enhancement System - or WAVES for short. Using three closed-circuit cameras, this optional viewing system provides an unbelievable 270° visual coverage around the machine, eliminating any potential blind spots from the operator's line of sight. WAVES images can be displayed on the standard X4 monitor.





GET WORKING FAST WITH EASY ACCESS TO SERVICE POINTS

Maintenance is a snap, with ground level access to all routine service points, including batteries, fuel filters, engine oil filter, dual-element air filter and cab fresh air filter.

- Radiator screens are easy to remove and clean from ground level...no tools needed!
- A/C Condenser tilts for easy cleaning and maintenance
- Easy battery compartment access; 2 hand-turn knobs
- Improved battery disconnect switch with no keys needed
- Convenient ground-level sample ports in pump compartment
- Green drain plug and hose
- More data collection points
- Automatic door locking mechanism on side door
- Quick and easy access to grease all attachment pivot points
- Grease cylinder track adjusters make adjusting track tension a breeze
- New undercarriage side frame design enables easier cleaning
- In-cab reminders track 14 different maintenance procedures



TELEMATICS WITH NO SUBSCRIPTION FEE

RemoteCARE® lets you remotely monitor and track machine location, operational performance, working status and periodic maintenance requirements - now at no cost to you. It tracks and records both routine and major service intervals for your machines, giving you more flexibility and control when scheduling maintenance procedures. It also lets you be more proactive if potential failure conditions arise; whenever a diagnostic trouble code (DTC) is detected, a warning message appears on the machine display, and an e-mail alert is automatically sent to you. RemoteCARE also assists in theft prevention by offering 24/7 surveillance and geofencing capabilities.

FREE Subscription Includes:

- ✓ 24/7 Remote Monitoring and Security
- ✓ Machine Location
- ✓ Geo-fence & Curfew Range
- ✓ Actual Fuel Consumption
- ✓ Fuel Levels
- ✓ Hour Meter Reading
- ✓ Radiator Water Temperature
- ✓ Machine Working Time/Idle Time
- ✓ Attachment Working Hours
- ✓ Working Modes
- ✓ Service Maintenance Reminders
- ✓ Service Warnings



REMOTE CARE® APP

Manage your Link-Belt equipment with this user friendly telematics management tool with GPS technology. The RemoteCARE App provides timely and reliable machine utilization – as well as assisting in DTC notifications. With RemoteCARE you will be able to remotely monitor and track your machine's location, operational performance, and working status. Contact your local Link-Belt dealer for questions.

App features include...

- Machine location
- Fuel consumption
- Utilization report
- Fuel efficiency
- Analytical snapshots
- Idle rate
- DTC notification history
- Favorite list

Download Apple or Android app at lbxco.com/apps for phone and tablet.



BUILT STRONG TO HANDLE ANYTHING

210 X4 machines are more rugged and durable, with robust structural improvements to the boom & arm structures, along with improvements to lower frame and travel components.



Boom & Arm

- Improved boss shapes reduce stress on boom and arm pin
- Cast boom tip for increased reliability
- Stronger cylinder mounts



Lowers

- Thicker travel motor case - 8% increase
- Thicker plating between side frame and travel motor case - 14% increase
- Unique side-frame design reduces dirt accumulation and is easier to clean.
- 52% wider idler hub



CUSTOMER SUPPORT IS JUST A CALL AWAY

A network of Link-Belt Excavator dealers across the U.S. and Canada is waiting to serve you. Expect fast and dependable service, backed by 24/7 access to parts.

Exceptional Warranty Coverage

All X4 excavators purchased after July 1, 2020 are backed by a 5-year/5,000- hour Full Machine Warranty, 5-year/10,000- hour Structural Warranty, along with participation in the X4 Fluid Analysis Program for the duration of the warranty (free with all X4 machines). Extended warranty coverage packages are also available.

Contact your dealer for complete details.



SPECIFICATIONS



Engine

Isuzu AR-4HK1X Final Tier 4 turbocharged diesel engine with electronic control (ECM) and high pressure common-rail fuel injection, 4-cylinder, water-cooled, Cooled Exhaust Gas Recirculation (CEGR), Intercooler, Variable-Geometry Turbocharger (VGT), Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR) system with Dosing Control Module and heated DEF lines and tank. Electronic fuel pump and priming, Fuel cooler, Auto-idle start, Auto warm-up, EPF engine protection, dual-stage fuel filtration, remote oil filter, engine oil sample port, green plug oil drain, double element air filter.

SAE J 1349 net horsepower.....	160 hp (119.3 kW) @ 1,800 rpm
Displacement.....	317 cu in (5.2 L)
Maximum Torque.....	457 lbf-ft (620 Nm) @ 1,600 rpm
Starter.....	24V-5.0kW
Alternator.....	50 amp
Battery.....	(2) 12-volt 92 amp hours



Cab and Controls

ROPS and FOPS Level 1 certified with automatic climate control A/C and heat with defroster, 7" LCD Hi-Definition color monitor with full time rear view camera display, fuel efficiency gauge, low-effort joysticks are pre-wired for auxiliary hydraulics, dual cab lights, control pattern changer, safety glass windows, sunroof with sunshade, shockless cab suspension with four fluid cab mounts, SCM High-Back reclining air-suspension seat, sliding 4-position tilting control consoles, Bluetooth technology, AM/FM sound system with USB and MP3 auxiliary input jack, digital clock, dome light, seat belt, coat hook, cup holder, storage compartments, floor mat, footrests, ashtray, 24V cigarette lighter, 12V outlet, travel alarm, handrails, mirrors, side-entry cab filter, spare parts kit.

Three selectable work modes, RemoteCARE Telematics GPS system, anti-theft password protection system, onboard self-diagnostic system with memory and service interval reminders, auto idling system, one-touch decelerator, auto-idle engine shutdown, auto-power boost, neutral safety start, gate-lock safety shutoff.



Hydraulic System

Open-center system, two variable-displacement electronically controlled axial-piston pumps and one gear pump for pilot controls, main control valve with one 4-spool section and one 5-spool section with auxiliary spool: stackable, Auxiliary Control System, oil cooler, Auto-Power boost, anti-drift valves, 6 micron return filter, firewall, hydraulic oil sample port.

Hydraulic Pumps

Pump Output.....	2 x 55.7 gpm (211 L/min)
Pilot Pump Maximum Flow.....	4.8 gpm (18 L/min)

Relief Valve Settings

Boom/Arm/Bucket.....	4,970 psi (34.3 MPa)
in Power Boost.....	5,410 psi (37.3 MPa)
Swing Circuit.....	4,260 psi (29.4 MPa)
Travel Circuit.....	4,970 psi (34.3 MPa)

Hydraulic Cylinders

	number of cylinders - bore x rod x stroke
Boom.....	2 - 4.7" x 3.3" x 49.4" (120 mm x 85 mm x 1,255 mm)
Arm.....	1 - 5.5" x 3.9" x 57.5" (140 mm x 100 mm x 1,460 mm)
Bucket.....	4.7" x 3.3" x 39.8" (120 mm x 85 mm x 1,010 mm)



Swing

Planetary reduction powered by axial-piston motor, Internal ring gear with grease cavity for swing pinion, Swing bearing is single-row, shear type ball bearing, Mechanical disc swing brake, Auto-power swing.

Swing Speed.....	11.5 rpm
Tail Swing.....	9' 2" (2.79 m)
Swing Torque.....	47,200 lbf-ft (64.0 kNm)



Undercarriage

X Pattern carbody with 14' 8" (4.47 m) LC long undercarriage by 7' 10" (2.39 m) track gauge, Sealed and strutted track chain with track guide, Sealed rollers and idlers, Two-speed independent hydrostatic travel with compact planetary final drive, Disc type brakes, Adjustable track tension, Carbody belly pan.

Carrier Rollers.....	2 per Side
Track Rollers.....	8 per Side
Track Link Pitch.....	7.48" (190 mm)
Shoes.....	49 per Side
Shoe Width.....	31.5" (800 mm)
Ground Pressure.....	4.93 psi (0.034 MPa)



Travel System

Two-speed independent hydrostatic travel with compact axial-piston motors, Hydraulic motor powered output shaft coupled to a planetary reduction drive and track sprocket, All hydraulic components mounted within the width of side frame, Automatic downshift for high torque to overcome obstacles, Spring-applied hydraulic release parking brake built into each motor, Travel motors equipped with counterbalance valve to prevent over-speeding down an incline.

Travel Speeds.....	2.1 - 3.5 mph (3.4 - 5.6 km/h)
Drawbar Pull.....	42,300 lbf (188 kN)
Gradeability.....	70% (35°)



Attachment

Boom.....	18' 8" (5.70 m)
Available Arms	Digging Force
• 9' 8" (2.94 m).....	23,100 lbf (103 kN)
with Auto Power Boost.....	25,100 lbf (112 kN)
• 7' 10" (2.40 m).....	27,600 lbf (123 kN)
with Auto Power Boost.....	30,000 lbf (133 kN)
• Bucket Digging Force.....	31,800 lbf (142 kN)
with Auto Power Boost.....	34,600 lbf (154 kN)



Lubricant & Coolant Capacity

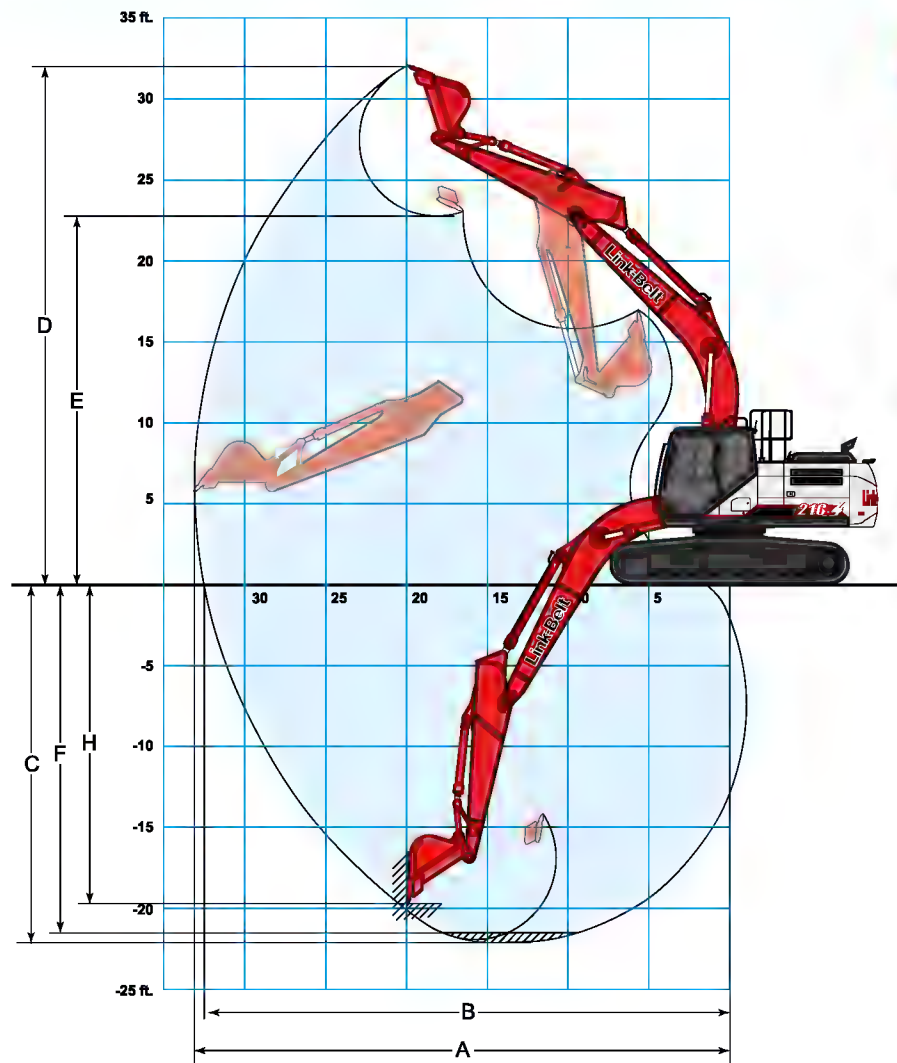
Fuel Tank.....	108 Gallons (410.0 Liters)
Hydraulic System.....	66 Gallons (250.0 Liters)
Hydraulic Tank.....	39 Gallons (147.0 Liters)
Final Drive (per side).....	1.3 Gallons (5.0 Liters)
Swing Drive.....	1.3 Gallons (5.0 Liters)
Engine Oil.....	6.1 Gallons (23.1 Liters)
DEF Tank.....	31.7 Gallons (120.0 Liters)
Coolant System.....	8.3 Gallons (31.4 Liters)



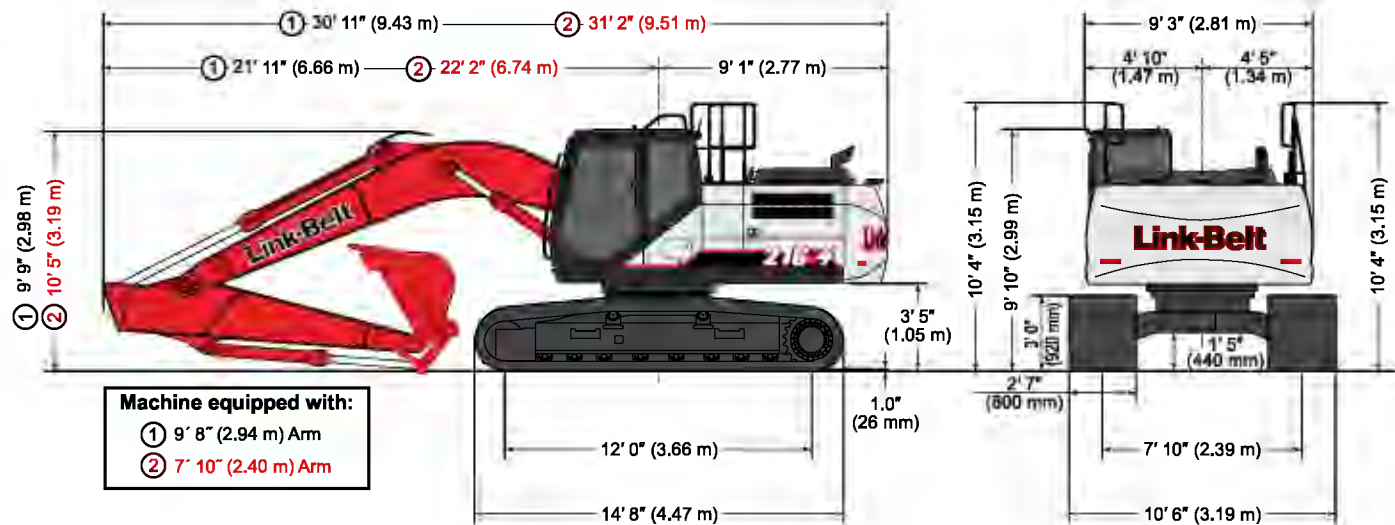
Operating Weight

Working weight with 31.5" (800 mm) shoes, 18' 8" (5.70 m) boom, 9' 8" (2.94 m) arm, 1,435 lb. (651 kg) bucket, 8,640 lb. (3 920 kg) counterweight
..... 48,900 lbs. (22 200 kg)

WORKING RANGE & TRAVEL DIMENSIONS



Machine Equipped with 18' 8" (5.70 m) Boom	Arm 9' 8" (2.94 m)	Arm 7' 10" (2.40 m)
A. Maximum reach	32' 6" (9.90 m)	30' 11" (9.42 m)
B. Maximum reach @ ground level	31' 11" (9.73 m)	30' 4" (9.24 m)
C. Maximum dig depth	21' 10" (6.65 m)	20' 1" (6.11 m)
D. Maximum dig height	31' 6" (9.61 m)	30' 10" (9.39 m)
E. Maximum dump height	22' 4" (6.81 m)	21' 7" (6.59 m)
F. Digging depth 8' (2.44 m) level bottom	21' 3" (6.47 m)	19' 4" (5.90 m)
G. Bucket rotation	177°	177°
H. Maximum vertical wall depth	19' 7" (5.96 m)	18' 0" (5.48 m)



LIFT CAPACITIES

Radius of Load															
9' 8" (2.94 m) Arm with 18' 8" (5.70 m) Boom and 1,450 lb. (650 kg) Bucket with Power-Boost Applied															
 End	 Side	5' 0" (1.5 m)		10' 0" (3.0 m)		15' 0" (4.5 m)		20' 0" (6.0 m)		25' 0" (7.5 m)		30' 0" (9.0 m)		Cap at Max. Reach	
End	Side	End	Side	End	Side	End	Side	End	Side	End	Side	End	Side	End	Side
+25' 0"	lbs									5,100*	5,100*			5,000*	5,000*
(7.5 m)	kg									2 960*	2 960*			2 260*	2 260*
+20' 0"	lbs									8,550*	7,850			4,750*	4,750*
(6.0 m)	kg									3 940*	3 660			2 150*	2 150*
+15' 0"	lbs							10,300*	10,300*	9,800*	7,600	5,700*	5,400	4,700*	4,700*
(4.5 m)	kg							4 760*	4 760*	4 490*	3 550	3 180*	2 530	2 140*	2 140*
+10' 0"	lbs			22,500*	22,500*	16,500*	16,350	12,700*	10,550	10,700*	7,300	8,300*	5,300	4,850*	4,850
(3.0 m)	kg			10 500*	10 500*	7 670*	7 580	5 880*	4 900	4 930*	3 400	3 870	2 460	2 210*	2 200
+5' 0"	lbs			20,300*	20,300*	20,550*	15,450	14,850*	9,950	11,000	7,000	8,150	5,100	5,200*	4,750
(1.5 m)	kg			8 580*	8 580*	9 540*	7 180	6 860*	4 630	5 110	3 250	3 790	2 390	2 350*	2 150
Ground	lbs			18,950*	18,950*	22,800*	14,600	15,200	9,500	10,700	6,700	7,650*	5,000	5,700*	4,900
Line	kg			8 330*	8 330*	10 540*	6 780	7 080	4 410	4 970	3 130	3 730	2 330	2 600*	2 220
-5' 0"	lbs	16,400*	16,400*	24,400*	24,400*	23,200*	14,350	14,950	9,250	10,550	6,600			6,650*	5,350
(1.5 m)	kg	7 490*	7 490*	10 770*	10 770*	10 710*	6 660	6 960	4 300	4 910	3 070			3 010*	2 430
-10' 0"	lbs	22,300*	22,300*	33,500*	28,750	22,550*	14,500	15,050	9,350	10,700	6,750			8,400*	6,350
(3.0 m)	kg	9 960*	9 960*	14 770*	13 430	10 420*	6 730	6 990	4 340	4 980	3 130			3 790*	2 860
-15' 0"	lbs	31,500*	31,500*	28,900*	28,750	19,900*	14,950	14,100*	9,850					11,850*	8,500
(4.5 m)	kg	13 990*	13 990*	13 430*	13 390*	9 260*	6 940	6 630*	4 550					5 360*	3 790

Radius of Load															
7' 10" (2.40 m) Arm with 18' 8" (5.70 m) Boom and 1,550 lb. (700 kg) Bucket with Power-Boost Applied															
 End	 Side	5' 0" (1.5 m)		10' 0" (3.0 m)		15' 0" (4.5 m)		20' 0" (6.0 m)		25' 0" (7.5 m)		30' 0" (9.0 m)		Cap at Max. Reach	
End	Side	End	Side	End	Side	End	Side	End	Side	End	Side	End	Side	End	Side
+25' 0"	lbs							8,700*	8,700*					7,400*	7,400*
(7.5 m)	kg							3 510*	3 510*					3 340*	3 340*
+20' 0"	lbs							10,250*	10,250*	9,400*	7,600			7,000*	6,750
(6.0 m)	kg							4 670*	4 670*	4 320*	3 550			3 170*	3 020
+15' 0"	lbs					13,600*	13,600*	11,300*	10,850*	10,450*	7,400			6,950*	5,700
(4.5 m)	kg					6 320*	6 320*	5 240*	5 020	4 840*	3 460			3 140*	2 580
+10' 0"	lbs					17,950*	16,250*	13,500*	10,300	11,100	7,150			7,150*	5,250
(3.0 m)	kg					8 230*	7 530	6 240*	4 780	5 150	3 320			3 240*	2 370
+5' 0"	lbs					21,300*	15,050	15,400	9,750	10,800	6,850			7,550*	5,100
(1.5 m)	kg					9 810*	6 990	7 120*	4 530	5 040	3 180			3 430*	2 320
Ground	lbs			17,000*	17,000*	23,100*	14,400	15,050	9,350	10,600	6,650			8,350*	5,300
Line	kg			7 480*	7 480*	10 680*	6 680	7 010	4 340	4 920	3 080			3 780*	2 400
-5' 0"	lbs	18,050*	18,050*	25,150*	25,150*	23,050*	14,300	14,900	9,200	10,550	6,600			9,400	5,900
(1.5 m)	kg	8 040*	8 040*	11 120*	11 120*	10 640*	6 650	6 940	4 280	4 900	3 060			4 260	2 670
-10' 0"	lbs	25,150*	25,150*	31,800*	29,000	21,850*	14,550	15,050	9,400					11,450	7,200
(3.0 m)	kg	11 250*	11 250*	14 690*	13 510*	10 090*	6 770	7 000	4 360					5 140	3 230
-15' 0"	lbs			25,950*	25,950*	18,100*	15,100							12,050*	10,200
(4.5 m)	kg			12 080*	12 080*	8 460*	7 020							5 500*	4 530

Notes: Excavator lifting capacities

- Lifting capacities shown should not be exceeded. Weight of all lifting accessories must be deducted from the above lifting capacities.
- Lifting capacities are based on machine standing on firm, uniform supporting surface. User must make allowances for job conditions such as soft or uneven ground.
- Lifting capacities shown do not exceed 75% of minimum tipping loads or 87% of hydraulic capacities. **Capacities marked with an asterisk (*) are limited by hydraulic capacities.**
- Least stable position is over the side.
- Operator should be fully acquainted with the Operator's Manual & Operating Safety Booklet, furnished by LBX before operating the machine.
- Capacities apply only to the machine as originally manufactured and normally equipped by LBX Company, LLC.
- Lift capacity ratings are based on ISO 10567, "Earthmoving Machinery - Hydraulic Excavators - Lift Capacity."

STANDARD & OPTIONAL EQUIPMENT

STANDARD EQUIPMENT

CAB

- 12V Power Outlet
- AM/FM Sound System
- Anti-Theft Device
- Auxiliary Switches on Control Lever
- Bluetooth
- Cab Filter - External
- Cab Handrails
- Cab Interior Light
- Cab ISO-Mounts
- Cab Light (2)
- Clear Roof Window
- Climate Control A/C and Heater
- Cup Holder
- Defroster
- Digital Clock
- Emergency Exit and Hammer
- Face Vent
- Floor Mat
- FOPS Level 1 Certified
- Front Window One-Touch Lock
- Gate Lock Hydraulic Activation
- Horn
- Hour Meter (Digital)
- LCD Color Monitor
- Magazine Storage Rack
- Maintenance Interval Reminders
- MP3 Auxiliary Input Jack
- On-Board Diagnostic System
- One-Piece Right Window
- Radio Mute Switch
- Rear View Camera
- Rear View Mirrors (2)
- RemoteCARE Support System (GPS)
- Roof Sun Shade
- ROPS Certified Structure
- Safety Glass Windows
- SCM Air-Suspension Seat
- Seat Recline
- Selectable Monitor Languages
- Small Storage
- Travel Alarm with Cancel Switch
- Trip Meter (Digital)
- USB Input
- Wiper & Washer
- Wiper Switch on RH Joystick

ENGINE

- 50A Alternator
- Air Filter (Double Element)
- Air Filter Restriction Indicator
- Auto Warm-Up System
- Auto-Idle
- Auto-Idle Engine Shutdown

- Battery Disconnect Switch
- CEGR (Cooled Exhaust Gas Recirculation)
- Cooling Fan
- Diesel Oxidation Catalyst (DOC)
- Drain for Fuel Tank
- Dual Remote Fuel Filters with Water Separators
- EGR Coolers
- Emergency Engine Stop
- Engine Idle System
- Engine Oil Sample Port
- Engine Protection Feature
- External Fuel Gauge
- External DEF Gauge
- Fan Housing
- Fuel Cooler
- Fuel Filter Restriction Indicator
- Fuel Management System
- Fuel Shut-Off Valve
- Fuel Usage History
- Fuel Usage Monitor
- Glow Plug Pre-Heat
- Idle-Start
- Intercooler
- Neutral Start
- One-Touch Idle
- Passive Emissions Regeneration
- Radiator / Oil Cooler / Intercooler Protective Screen
- Remote Engine Oil Drain
- Remote Oil Filter
- Selective Catalytic Reduction (SCR)
- DEF Gauge on Monitor
- VGT Turbocharger

HYDRAULICS

- Arm Regeneration
- Arm Speed Assistance (2 Pump Flow)
- Attachment Cushion Valve
- Auto Swing Priority
- Auxiliary Flow Control
- Auxiliary Tool Settings (Memory)
- Auxiliary Valve
- Boom Regeneration
- Boom Speed Assistance (2 Pump Flow)
- Bucket Curl Assist
- Control Levers Pre-Wired for Auxiliary Hyd.
- Control Pattern Changer (2 way)
- Electronically Controlled Hydraulic Pumps
- Fire Wall
- Free Swing
- Holding Valve (Arm & Boom)
- Hydraulic Filter Restriction Indicator
- Hydraulic Oil Sample Port
- Long Life Hydraulic Oil (5,000 Hour)

- Neutral Pump De-Stroke
- Oil Cooler
- Power Boost
- Power Save
- Pressure Reading on Monitor
- Pump Stand-By Pressure
- Single Pedal Travel
- Straight Travel Circuit

UNDERCARRIAGE

- 800 mm (31.5" in) 3-Bar Steel Grousers
- Carbody Belly Pan (Swivel Guarding)
- Center Track Guide (single)
- Lashing Points (Tie-Downs)
- Long Undercarriage
- Sealed Link Chain
- Steps
- Strutted Track Chain
- X-Pattern Carbody

UPPERSTRUCTURE

- Belly Pans
- Center Cover (Over Main CV)
- Fuel Tank Belly Pan
- Hand Rail (RH access)
- ISO Guard Rails
- Lifting Eyes for Counterweight
- Lockable Fuel Cap and Service Doors
- Lockable Tool Box
- Turntable Tub
- Work Lights (Boom and Tool Box)

ATTACHMENT

- 18' 8" (5.70 m) Main Boom Section
- Auxiliary Pipe Brackets
- Boom Work Light
- Bucket Anti-Clatter Device
- Chrome Pins
- Easy Maintenance System (EMS)
- Remote Lube Bank
- Teardrop Pin Retention Keepers

PARTS KIT

- Bucket Anti-Clatter Device
- Engine Manual
- Engine Oil Filter
- Filter Wrench
- Fuel Filters
- Grease Gun
- Green Plug Drain Hose for Engine Oil Drain
- Hydraulic Return Filter
- Ignition Keys
- Pilot Circuit Hydraulic Filter
- Rearview Mirrors
- Work Light for Boom

OPTIONAL EQUIPMENT

CAB

- 270° WAVES™ Camera System
- Cab Light (2 LED)
- Cab Sun Screen [rear]
- FOPS Head Guard (Level 2)
- Front Guard (Mesh)
- Front Guard (OPG 1,2)
- LED Light Kit for Side Camera (1)
- LED Lights for Rear Camera (2)
- Rain Deflector
- SCM Air-Suspension Seat with Tilt & Heater

ENGINE

- 85A Alternator
- Air Pre-Cleaner (Cyclone type)
- Refuel Pump
- Reversible Cooling Fan
- Tropical Package

HYDRAULICS

- Hose Burst Check Valve
- Proportional Hydraulic Controls

AUXILIARY HYDRAULIC OPTIONS

- Single-Acting Aux w/ Proportional Joysticks
- Multi-Function Aux. w/ in-cab pressure setting control
- Thumb Aux. w/ Proportional Joysticks
- Combination Aux. w/ in-cab pressure setting control

UNDERCARRIAGE

- 600 mm (23.5" in) 3-Bar Steel Grousers
- 700 mm (27.5" in) 3-Bar Steel Grousers
- Center Track Guide (triple)

UPPERSTRUCTURE

- Full-Length Steel Triangulated Side Guards
- Rubber Bumper Guards

ATTACHMENT

- 7' 11" (2.40 m) Short Arm
- 9' 8" (2.94 m) Arm
- HD Bucket Linkage
- Quick Couplers
- Thumbs

Bucket Sizes

Bucket Type	SAE Heaped Capacity		Width Outside Lip		Bucket Weight		Number of Teeth	Arm Length	
	(yd ³)	(m ³)	(in)	(mm)	(lbs)	(kg)		9' 8" 2.94 m	7' 11" 2.41 m
STDP Standard duty plate	0.65	0.50	24	610	1151	522	4	H	H
	0.87	0.67	30	762	1265	574	4	H	H
	1.09	0.83	36	914	1433	650	5	H	H
	1.31	1.00	42	1067	1570	712	5	M	H
	1.53	1.17	48	1219	1687	765	5	L	M
HDP Heavy duty plate	1.75	1.34	54	1372	1853	841	6	L	L
	0.64	0.49	24	610	1392	631	3	H	H
	0.85	0.65	30	762	1592	722	4	H	H
	1.07	0.82	36	914	1794	814	5	H	H
	1.29	0.99	42	1067	1954	886	5	M	M
XDP Extreme duty plate	1.51	1.15	48	1219	2114	959	5	L	M
	1.72	1.32	54	1372	2315	1050	6	L	L
	0.64	0.49	24	610	1549	703	3	H	H
	0.85	0.65	30	762	1769	802	4	H	H
	1.07	0.82	36	914	1933	877	4	H	H
POWER HDP for use with ESCO multi-pin grabber only	1.29	0.99	42	1067	2152	976	5	M	M
	1.51	1.15	48	1219	2316	1051	5	L	M
	1.72	1.32	54	1372	2536	1150	6	L	L
	0.61	0.47	24	610	1956	887	4	H	H
	0.80	0.61	30	762	2102	953	4	H	H
DITCH	0.99	0.76	36	914	2287	1037	5	H	H
	1.18	0.90	42	1067	2433	1104	5	M	M
	1.38	1.06	48	1219	2578	1169	5	L	M
	1.08	0.83	60	1524	1470	667	0	H	H
	1.20	0.92	66	1676	1557	706	0	H	H
	1.32	1.01	72	1829	1648	748	0	M	H

Approval Code For Arm/Bucket Combinations	
H.....	Heavy material (up to 3,370 lbs./yd ³)
M.....	Medium material (up to 2,700 lbs./yd ³)
L.....	Light material (up to 2,020 lbs./yd ³)
N/A.....	Not applicable

STDP	Standard duty plate
HDP	Heavy duty plate
XDP	Extreme duty plate
POWER	HDP for use with ESCO multi-pin grabber only

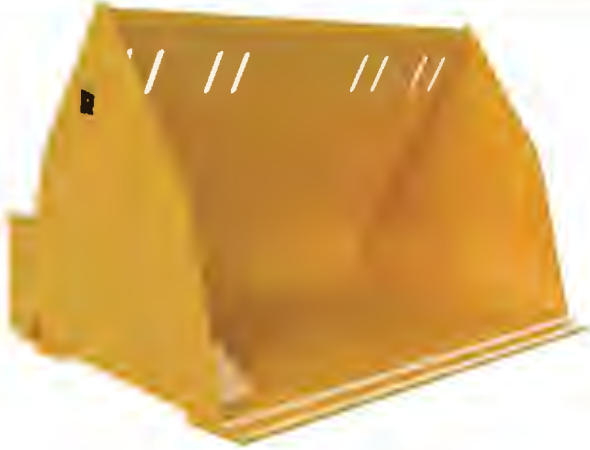
Litho in USA 8/20 #LBX2429 supersedes #LBX2390

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DUAL CYLINDER ROLLOUT BUCKET

INCREASE YOUR DUMP HEIGHT BY OVER
80% COMPARED TO A NORMAL BUCKET



**SCAN THIS
CODE TO SEE
IT IN ACTION!**

SCAN ME

**INCREASE YOUR DUMP HEIGHT
WITHOUT INCREASING THE SIZE
OF YOUR LOADER!**

- Load high-sided trucks, trailers, hoppers, & tub grinders, even in tight spaces!
- Dump up to 3' over your machine's hinge pin height
- Open floor makes for easier loading and reduces material buildup
- Sloped-cylinder pockets prevent material from sticking in the bucket
- Hydraulics are fully enclosed - protecting them from wear and tear
- Maintenance is fast and easy - grease the entire bucket without rolling the bucket out of the carriage
- Rockland-built cylinders provide dependable performance and rollout power!

Specifications*

RECOMMENDED CAPACITY RANGES (CU. YD.)

MACHINE STRAIGHT TIP LOAD (LBS.)

	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13
12,801-16,700										
16,701-23,800										
23,801-27,000										
27,001-34,000										
34,001-42,500										
42,501-54,000										

Proudly Made in USA

*Specifications subject to change without notice.

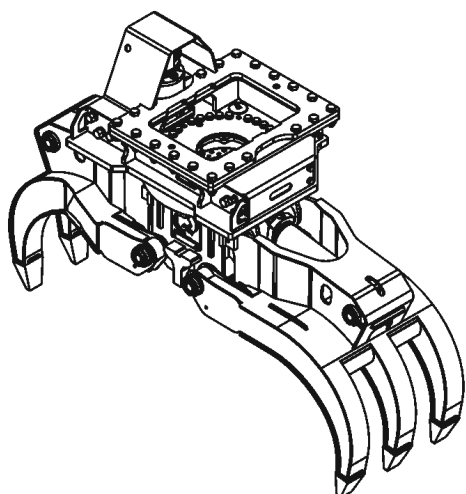
WARRANTY Rockland Dual Cylinder Rollout Buckets are guaranteed against failure due to defective design, materials, or workmanship for a period of two years or 4,000 hours.

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ROTOBEC**TOUGH HANDLING EQUIPMENT**

Power Attachement

RPA4570R32 RGP-1300

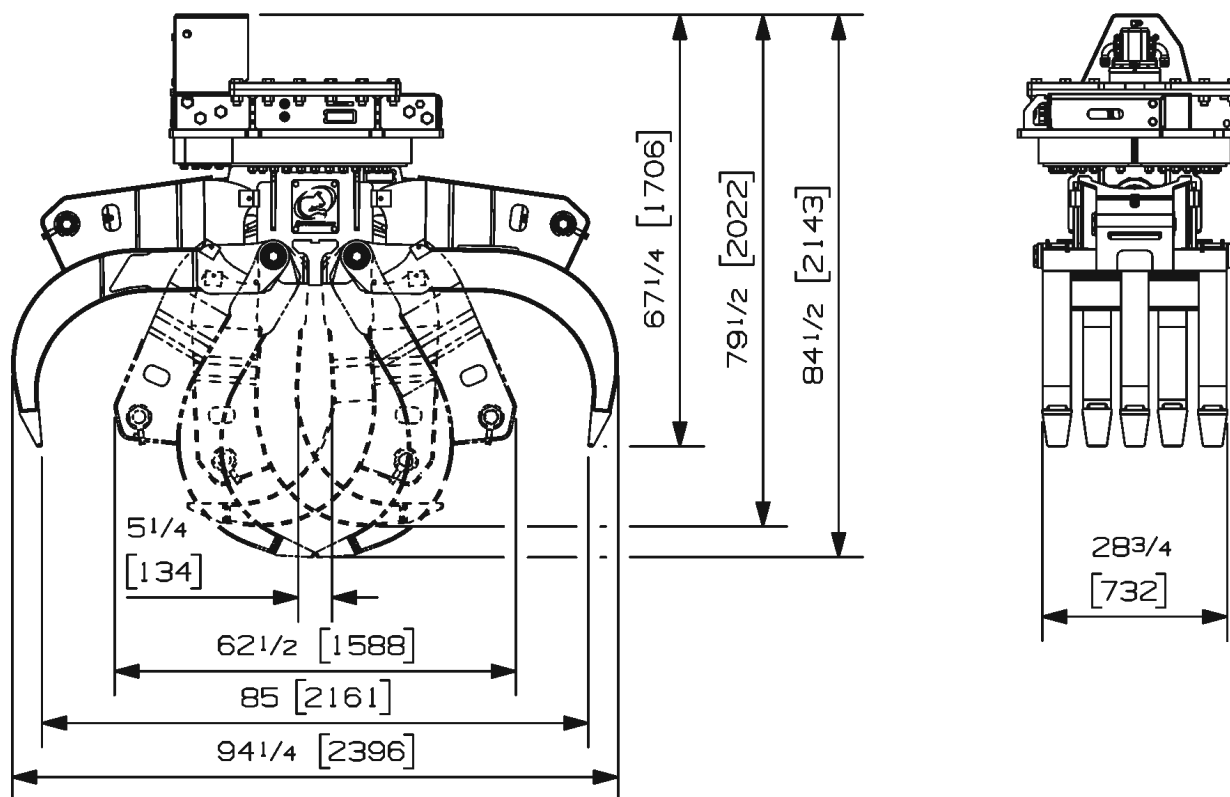


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	130000 lb	58967 kg
Torque at relief pressure:	176750 lb-in	19970 Nm
	2200 psi	152 bars
Weight:	3940 lb	1787 kg

Rotator	Maximum pressure: 5000 psi 345 bars	Recommended flow: 33 gpm 125 l/min
Rotator recommended flow will produce a speed of 15 rpm		

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
- Saw bundle 404 (saw included) (545 lbs / 247 kg)
- Saw bundle 750 (saw included) (785 lbs / 356 kg)
- See also RGP-1300 option for more options

web site: www.rotobec.com

email: rotobec@rotobec.com

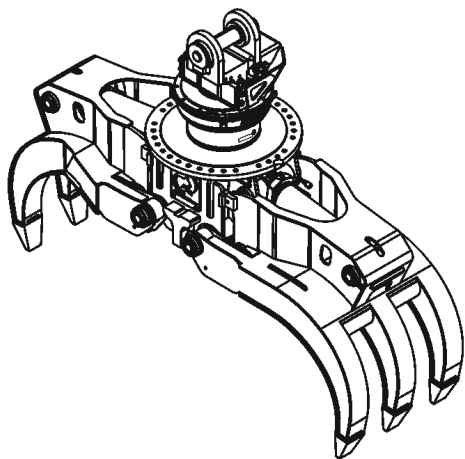
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Rotobec West: Branch serving Western Canada and Western USA
Rotobec USA: Branch serving Eastern and Central USA

Ph: (418) 383-3002 Fax: (418) 383-5334
 Ph: (250) 765-1161 Fax: (250) 765-0035
 Ph: (603) 444-2103 Fax: (603) 444-0327

We reserve the right to change specifications and to improve our products without notice or obligation.

07004-3234 D.L.
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Power Attachement RPA4570R32 RT-1004

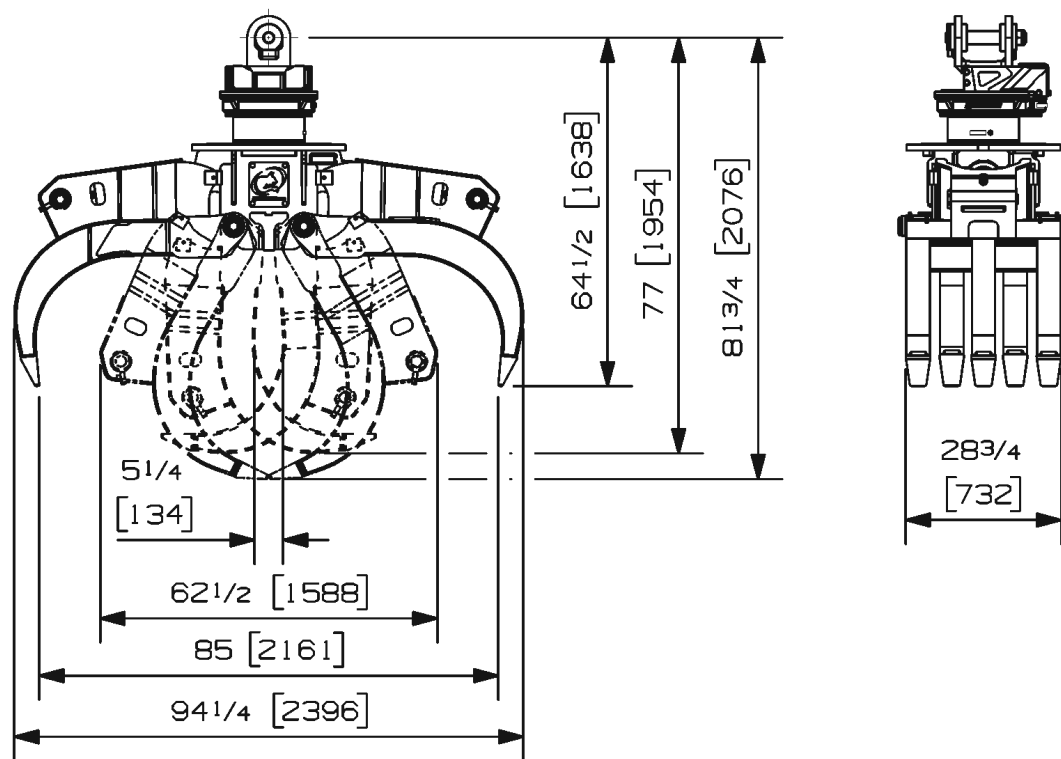


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	100000 lb	45359 kg
Torque at relief pressure:	22360 lb-in	2526 Nm
	1450 psi	100 bars
Weight:	3050 lb	1383 kg

Rotator	Maximum pressure: 5000 psi	345 bars	Recommended flow: 8 gpm	30 l/min
Rotator recommended flow will produce a speed of 20 rpm				

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
- Saw bundle 404 (saw included) (545 lbs / 247 kg)
- Saw bundle 750 (saw included) (785 lbs / 356 kg)

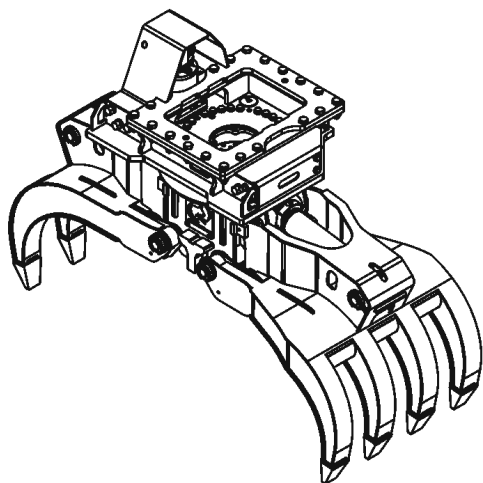
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Power Attachement RPA4570R43 RGP-1300

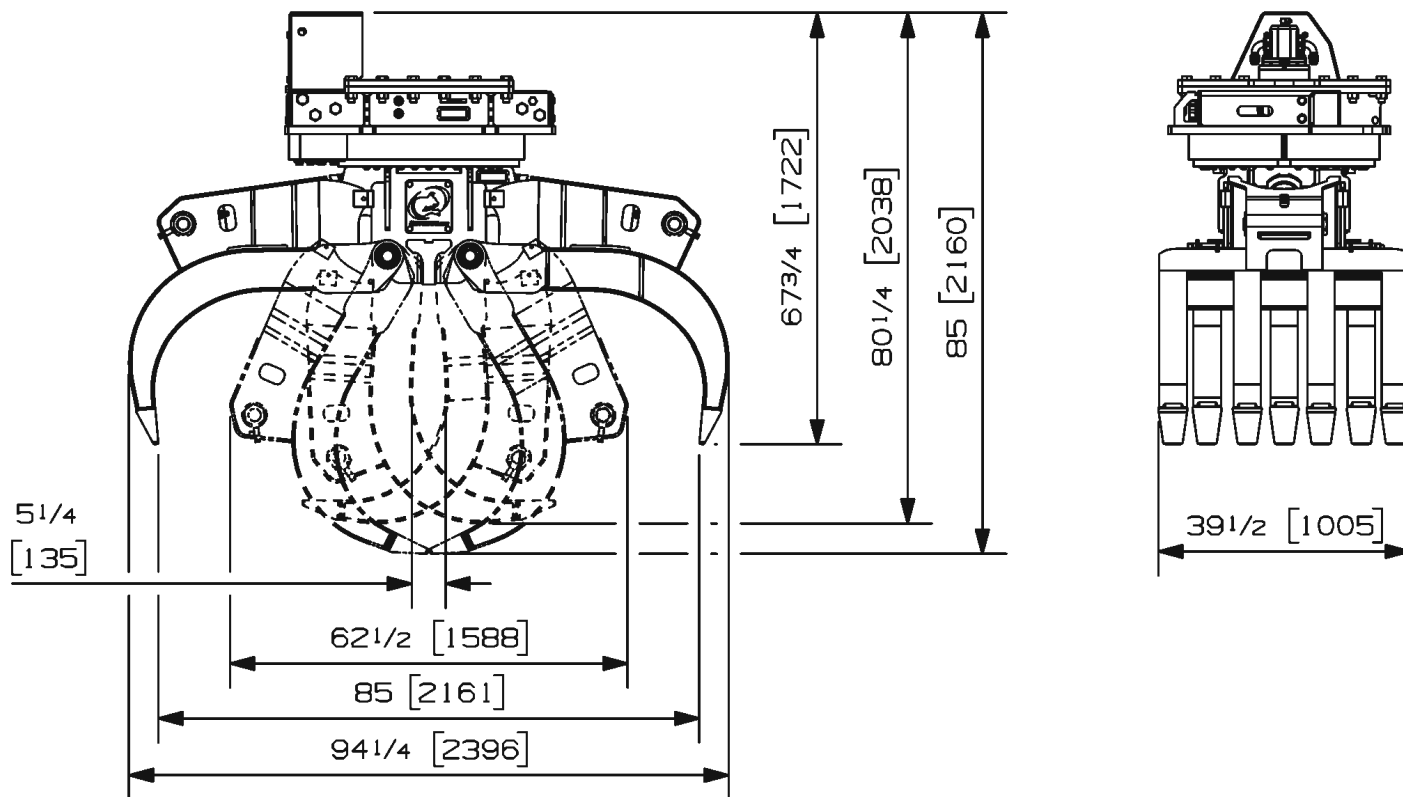


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	130000 lb	58967 kg
Torque at relief pressure:	176750 lb-in	19970 Nm
	2200 psi	152 bars
Weight:	4145 lb	1880 kg

Rotator	Maximum pressure: 5000 psi 345 bars	Recommended flow: 33 gpm 125 l/min
Rotator recommended flow will produce a speed of 15 rpm		

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
- Saw bundle 404 (saw included) (545 lbs / 247 kg)
- Saw bundle 750 (saw included) (785 lbs / 356 kg)
- See also RGP-1300 option for more options

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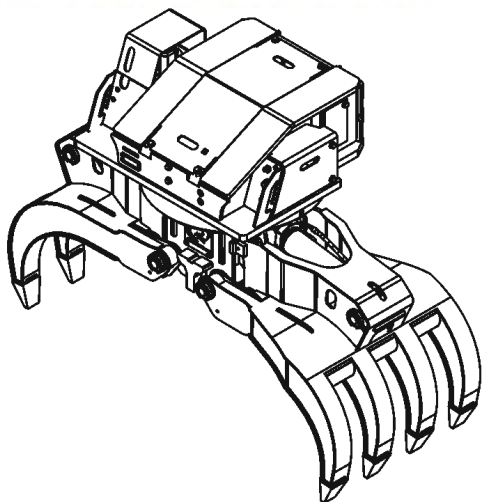
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ROTOBEC

TOUGH HANDLING EQUIPMENT

Power Attachement RPA4570R43 RGP-1704A

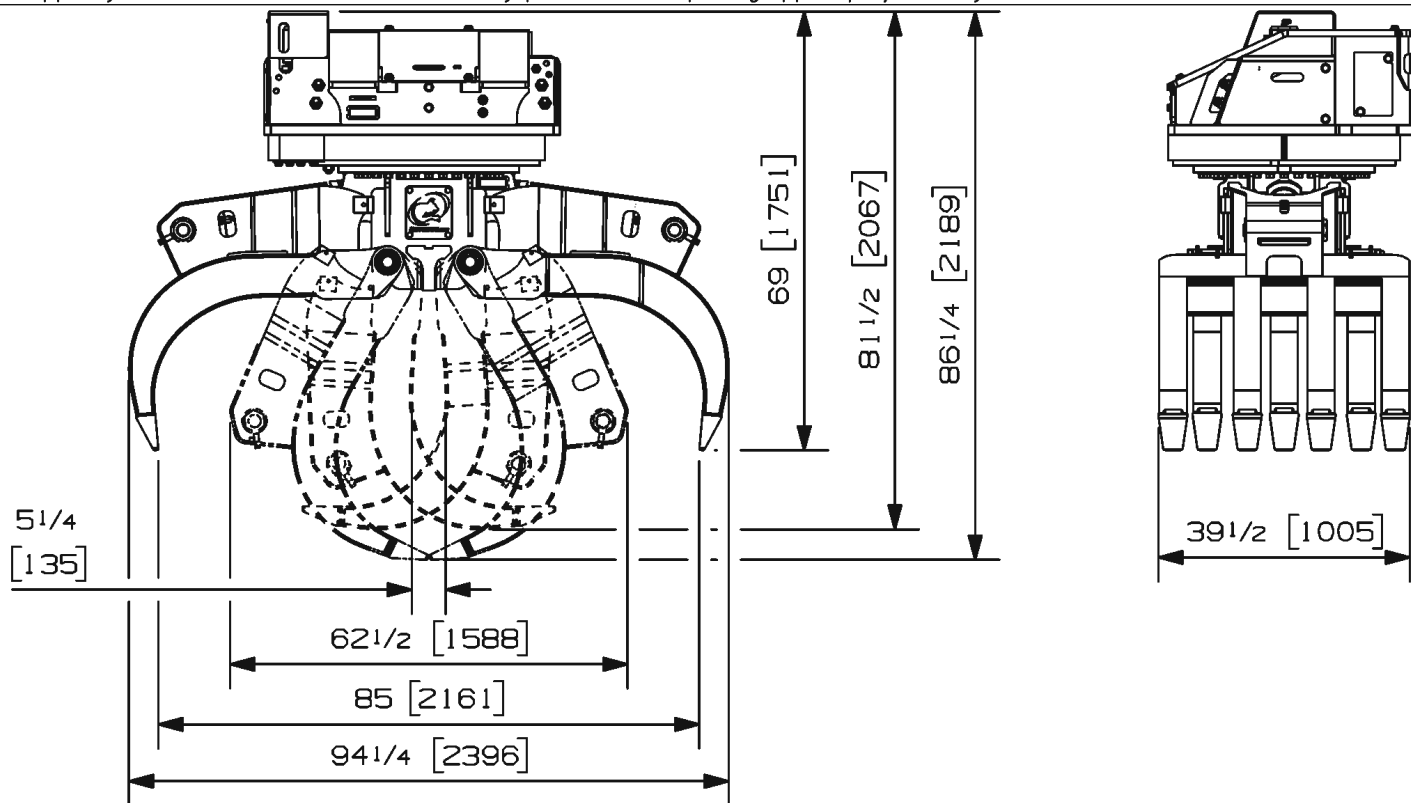


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	170000 lb	77111 kg
Torque at relief pressure:	218520 lb-in	24689 Nm
	2200 psi	152 bars
Weight:	5000 lb	2268 kg

Rotator	Maximum pressure: 5000 psi 345 bars	Recommended flow: 32 gpm 121 l/min
Rotator recommended flow will produce a speed of 12 rpm		

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
- Saw bundle 404 (saw included) (545 lbs / 247 kg)
- Saw bundle 750 (saw included) (785 lbs / 356 kg)
- See also RGP-1704 option for more options

web site: www.rotobec.com

email: rotobec@rotobec.com

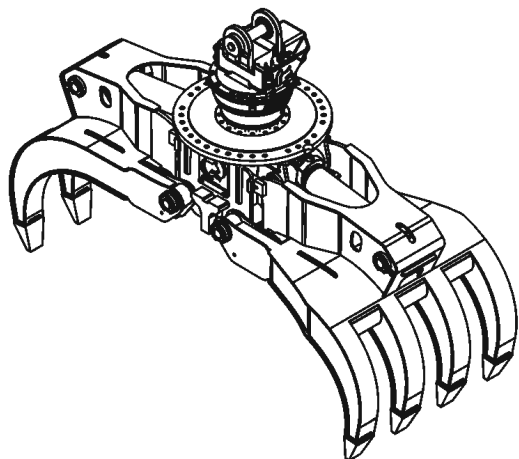
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Rotobec West: Branch serving Western Canada and Western USA
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Ph: (418) 383-3002 Fax: (418) 383-5334
 Ph: (250) 765-1161 Fax: (250) 765-0035
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We reserve the right to change specifications and to improve our products without notice or obligation.

07007-9155 D.L.
 09/01/18

Power Attachement RPA4570R43 RT-504

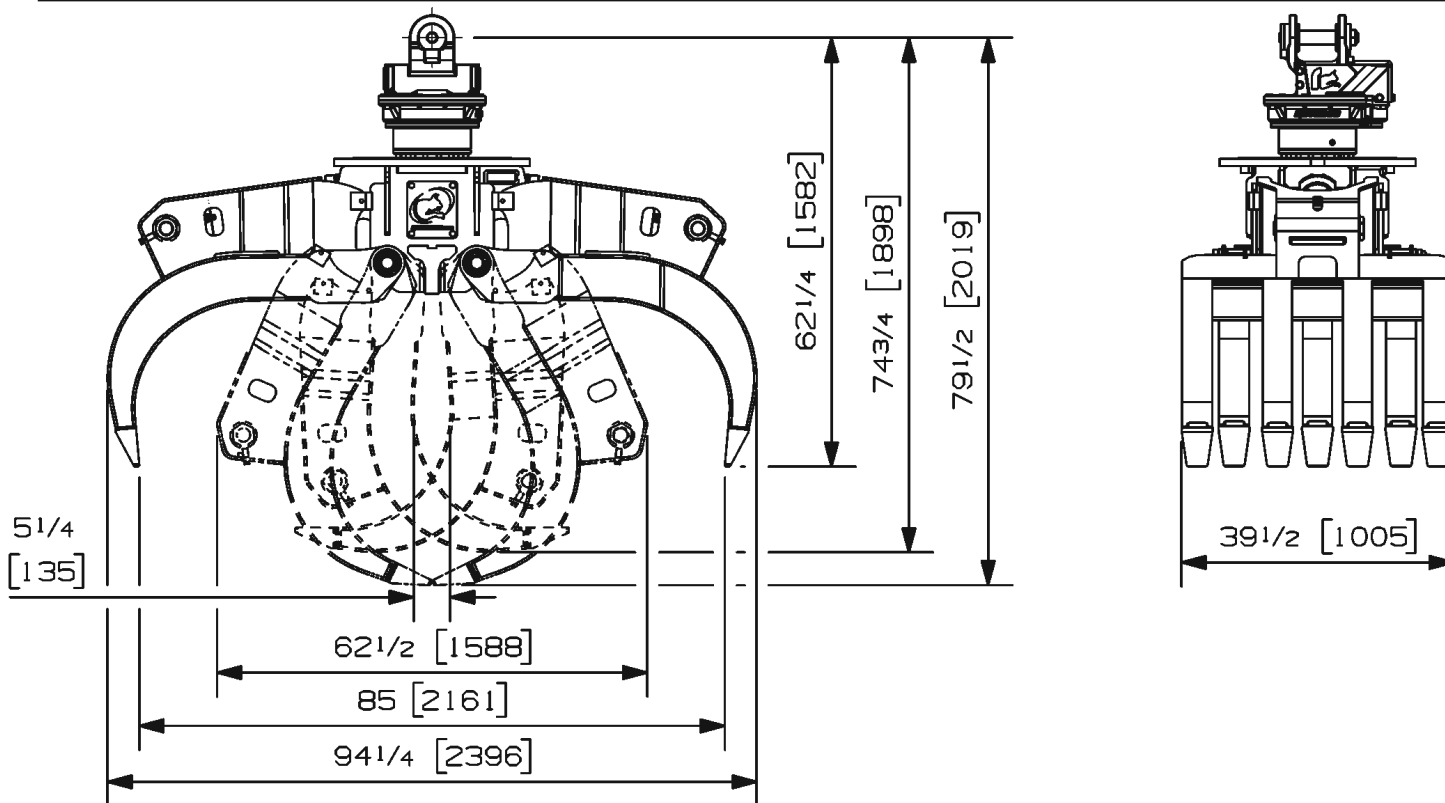


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	50000 lb	22680 kg
Torque at relief pressure:	18630 lb-in	2105 Nm
	1450 psi	100 bars
Weight:	3015 lb	1368 kg

Rotator	Maximum pressure: 5000 psi 345 bars	Recommended flow: 9 gpm 34 l/min
Rotator recommended flow will produce a speed of 25 rpm		

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
- Saw bundle 404 (saw included) (545 lbs / 247 kg)
- Saw bundle 750 (saw included) (785 lbs / 356 kg)

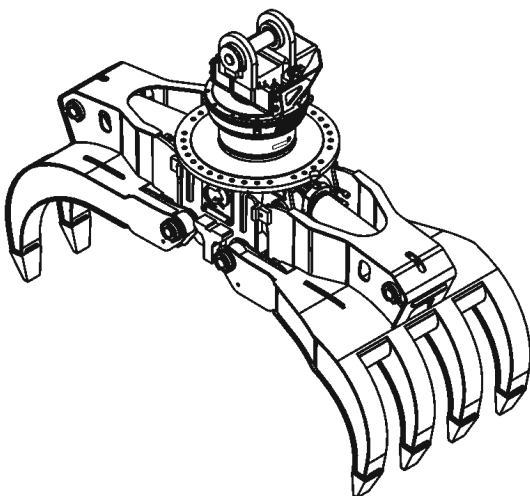
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Power Attachement RPA4570R43 RT-1004

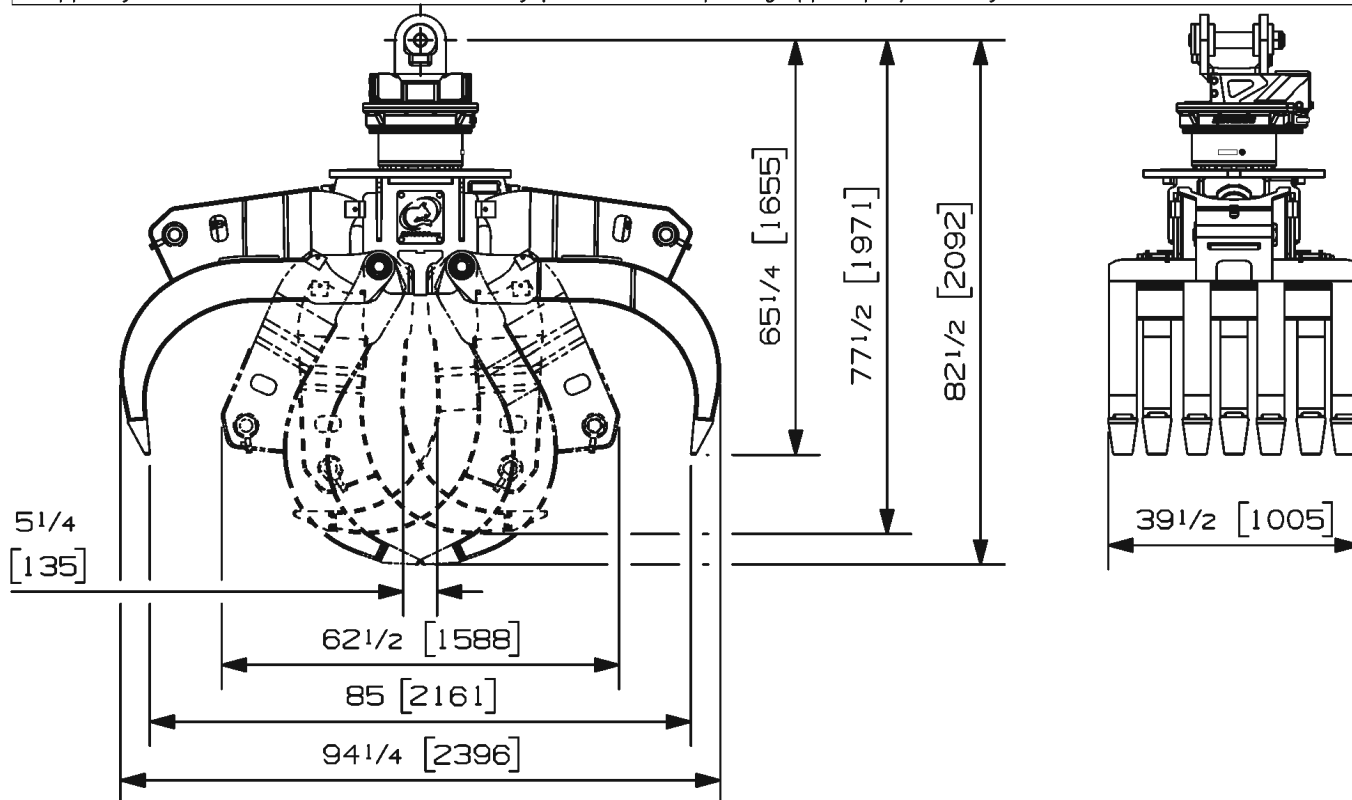


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	100000 lb	45359 kg
Torque at relief pressure:	22360 lb-in	2526 Nm
	1450 psi	100 bars
Weight:	3255 lb	1476 kg

Rotator	Maximum pressure: 5000 psi 345 bars	Recommended flow: 8 gpm 30 l/min
Rotator recommended flow will produce a speed of 20 rpm		

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
- Saw bundle 404 (saw included) (545 lbs / 247 kg)
- Saw bundle 750 (saw included) (785 lbs / 356 kg)

web site: www.rotobec.com

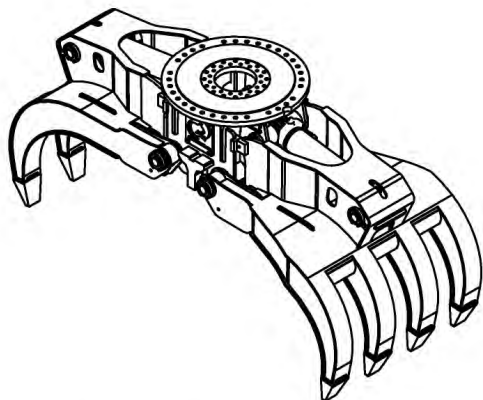
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Power Attachement

RPA4570R43

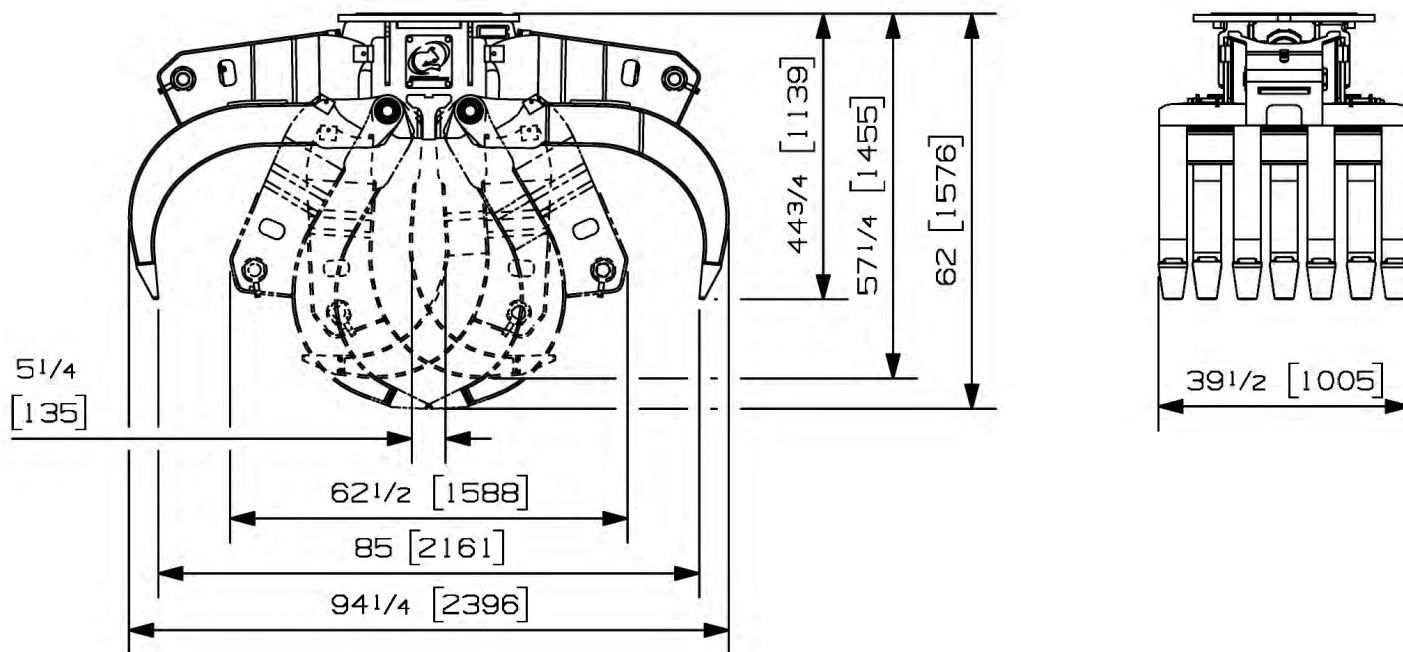


Max load:	n/a lb	n/a kg
Volume:	.38 cord of 8 ft	1.38 m ³
Area tip to tip:	6.00 ft ²	.56 m ²
Rotator lifting capacity:	n/a lb	n/a kg
Torque at relief pressure:	n/a lb-in	n/a Nm
	n/a psi	n/a bars
Weight:	2570 lb	1166 kg

Rotator	Maximum pressure:	n/a psi	n/a bars	Recommended flow:	n/a gpm	n/a l/min
Rotator recommended flow will produce a speed of 0 rpm						

Cylinder	Diameter	Recommended pressure	Pressure range	Flow range	Lock valves
Standard	4 " (102 mm)	4000 psi (276 bars)	3000-5000 psi (207-345 bars)	25-37 gpm (95-140 l/min.)	no

Grapple cylinder maximum flow will theoretically produce a complete grapple open/close cycle in 4 seconds.



Options:

- Mini heel set (76 lbs / 34 kg)
- CounterBalance valve option (20 lbs / 9 kg)
- Synchronisation + CounterBalance valve option (N/D)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2026

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

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

PRODUCER Alliant Insurance Services, Inc. 205 Park Central E #307 Springfield MO 65806	CONTACT NAME: Jessica Miller PHONE (A/C, No, Ext): 713-624-6318 FAX (A/C, No): E-MAIL ADDRESS: jessica.miller@alliant.com
INSURED Hansen's Tree, Lawn and Landscaping Services, Inc 104 Hansen Ct O' Fallon, MO 63366	License#: 0C36861 HANSTRE-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Comp	16535
INSURER B : Ascot Insurance Company	23752
INSURER C : Lloyd's of London	0
INSURER D : RSUI Indemnity Company	22314
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 171488557**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		GLO-2930056-03	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		BAP-2930057-03	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		SCX1711126	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WC-2930055-03	6/1/2026	6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Leased/Rented Equip. Excess Liability			IMMA2410002121-02 NHA613006	6/1/2026 6/1/2026	6/1/2027 6/1/2027	Per Occurrence 300,000 Limit of Liability 2,000,000

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

***Please Note there are two Excess Liability policies with a total limit of liability of \$4M in excess of General Liability, Auto, and Worker Compensation Limits.

Boone County, Missouri is listed as additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Boone County, Missouri
 c/o Purchasing Department
 5551 S. Tom Bass Road
 Columbia, MO 65201

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

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 2930057 - 03

Effective Date: 06/01/2026

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured Provision in **Section II – Covered Autos Liability Coverage**:**

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion in **Section II – Covered Autos Liability Coverage**:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and**
- b. Any:**
 - (1) Overdue lease or loan payments at the time of the "loss";**
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;**
 - (3) Security deposits not returned by the lessor;**
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and**
 - (5) Carry-over balances from previous leases or loans.**

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";**

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:
- We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:
- (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Who Is An Insured Amendment – Broad Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
BAP 2930057 - 03	06/01/2026	06/01/2027	06/01/2026	07597000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

1. The following is added to the **Who Is An Insured** Provision of **Section II - Covered Autos Liability Coverage**:

A. Broadened Named Insured

1. Any organization of yours that has been acquired or formed prior to this policy period (other than a partnership, limited liability company or joint venture) but is not shown in the Declarations as of the effective date of this Coverage Form, will nevertheless qualify as a Named Insured if:

- a. You maintain an ownership interest of more than 50% of such organization; and
- b. Such organization has been incorporated or organized under the laws of the United States of America (including any state thereof), its territories or possessions.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the current policy period.

2. However, regardless of the provisions of Paragraph 1. above, no such organization will qualify as a Named Insured under this Coverage Form if the organization:

- a. Was newly acquired or formed by you in the preceding policy period in which we provided coverage, but was not reported to us before the end of that preceding policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Form; or
- c. Would be an insured under another policy, regardless of coverage termination or the exhaustion of its limits of insurance.

B. Newly Acquired or Formed Organizations as Named Insureds

1. **Newly Acquired Or Formed Organizations Other Than Partnerships, Joint Ventures or Limited Liability Companies**

Any organization you newly acquire or form during this policy period (other than a partnership, limited liability company or joint venture) will qualify as a Named Insured if:

- a. You have an ownership interest of more than 50% in such organization; and
- b. Such organization has been incorporated or organized under the laws of the United States of America (including any state thereof), its territories or possessions.

Each newly acquired or formed organization shall remain qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the current policy period.

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO2930056-02

Effective Date: 06/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
- (2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
- (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
- 2.** Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

26
Term. 20

County of Boone

} ea.

16thJuly
day of26
20

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve Change Orders #1 and #2 for the Salt Storage Facility Improvements at the Boone County Road & Bridge facility on Tom Bass Road. The terms of the change orders are set out in the attached, and Commissioner Janet Thompson is authorized to execute the same.

Done this 16th day of July 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

PO No. **2026000071**

BID: 32-11DEC25

DATE: 1/29/2026

PAGE 01 OF 01

ENCUMBRANCE - PURCHASE ORDER

BOONE COUNTY, MISSOURI

GOVERNMENT CENTER

801 E WALNUT

COLUMBIA MO 65201

VENDOR NUMBER: PROFESSIONAL CONTRACTORS & ENGINEERS INC
15699 5900 N TOWER DR SUITE # C
COLUMBIA, MO 65202

SHIP TO: CAPITAL R&R - R&B

6240 BOONE COUNTY DIRECTOR - ROAD MAINTENANCE SEE CONTRACT FOR DETAILS

5551 S TOM BASS ROAD

COLUMBIA, MO 65201

(573)449-8515

SPECIAL INSTRUCTIONS:

BILL TO: CAPITAL R&R - R&B

6240 BOONE COUNTY DIRECTOR - ROAD MAINTENANCE

5551 S TOM BASS ROAD

COLUMBIA, MO 65201

(573)449-8515

<u>QTY</u>	<u>DESCRIPTION</u>	<u>LOT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	BASE BID: SALT STORAGE FACILITY IMPROVEMENTS		571,000.0000	571,000.00
	6240 CAPITAL R&R - R&B			
	92200 REPLACEMENT BLDGS & IMPRV			
1	ALTERNATE #1		30,000.0000	30,000.00
	6240 CAPITAL R&R - R&B			
	92200 REPLACEMENT BLDGS & IMPRV			
1	ALTERNATE #2		16,000.0000	16,000.00
	6240 CAPITAL R&R - R&B			
	92200 REPLACEMENT BLDGS & IMPRV			
1	10% CONTINGENCY		61,700.0000	61,700.00
	6240 CAPITAL R&R - R&B			
	92200 REPLACEMENT BLDGS & IMPRV			
			<u>TOTAL AMOUNT:</u>	678,700.00

DEPARTMENT COPY

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY INSTITUTION

CHANGE ORDER

PROJECT:

Salt Storage Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass
Road, Bid Number 32-11DEC25

CHANGE ORDER NUMBER: **01**

DATE OF ISSUANCE: 6/16/2026

CONTRACT DATE: 1/22/2026

OWNER:

Boone County Commission
Boone County Government Center
801 E. Walnut, Rm 333
Columbia, MO 65201-7732

PWA PROJECT NUMBER: 202501.01

TO CONTRACTOR:

Professional Contractors & Engineers, Inc.
5900-C North Tower Dr.
Columbia, MO 65202

ARCHITECT:

PWArchitects, Inc.
2120 Forum Blvd., Ste. 101
Columbia, MO 65203

Change Order Number 01:

The Contract is changed as follows:

Add 100 lineal feet of Concrete Crack repair to the project in accordance with the established bid Unit Price of \$100.00 per lineal foot, to include the following:

- RFP #1, dated April 24, 2026, and including the revised Sheet A101 with the Contractor's markups and related photographs documenting the additional work.
- Proposal #1, dated June 2, 2026 in the amount of \$10,000.00, consistent with the established bid Unit Price for this work.

This Change Order represents the maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #1 from Professional Contractors & Engineers dated June 2, 2026 represents costs based on the scope identified on the attached drawings along with field observations and measurements.

No additional Contract Time extension involving this Change will be issued.

During demolition in the existing Road & Bridge Salt Storage building, additional cracks were discovered in the existing concrete foundation wall along the East exterior wall of the building. These cracks were found to be in locations previously concealed from view due to a significant amount of material storage, which made them unable to be observed by the Design Team during the scoping inspections of these areas. Once these materials were removed by the Owner in preparation of the Contractor beginning works, the additional cracks were identified. These cracks are not currently judged to be a structural concern and their repair is to be considered optional. The Owner has decided to proceed with this work to reduce the risk of future moisture intrusion into the building.

The Certified Copy of Order related to this Change is attached following this cover sheet.

Not valid until signed by the Owner, Architect and Contractor.

(Continued on next page)

The original Contract Sum was	\$ 617,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 617,000.00
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 10,000.00
The new Contract Sum including this Change Order will be	\$ 627,000.00
The Original Contract Time for the project was	140 days
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	140 days
Contract Completion Date is	June 19, 2026

ARCHITECT

Architect's Agent

Erik Miller, AIA, CDT

Principal, PWArchitects, Inc.

BY



DATE June 16, 2026

CONTRACTOR

Professional Contractors &
Engineers, Inc.

Brian Dennison, Project Manager

BY



DATE June 16, 2026

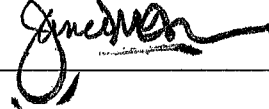
OWNER

Boone County, Missouri

Janet M. Thompson

District II Commissioner

BY



DATE

OWNER'S REPRESENTATIVE

Boone County Road & Bridge

Greg Edington

Director

BY _____

DATE _____



5900-C NORTH TOWER DR
COLUMBIA, MO 65202
Ph : (573) 442-1113

Change Request

To: PWARECHITECTS
2120 FORUM BLVD
Suite 101
Columbia, MO 65203
Ph: (573)449-2683 Fax: (573)442-6213

Number: 1
Date: 6/2/26
Job: 26-2847 Boone Co Salt Storage Facility

Description: Additional Crack Repair

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

100 LF of additional concrete cracks above what was to be provided in the original base bid
Per unit pricing of 100\$ per Lnft.

This work is weather dependent, time extension may be required based off weather days.

Item	Description	Vendor	Labor	Material	Equipment	Subcontract	Other	Price
	CAULKING & SEALANTS					10,000.00		10,000.00
							Subtotal:	\$10,000.00
							Total:	\$10,000.00
If you have any questions, please contact me at .								

Submitted by: BRIAN DENNISON

Approved by: _____
Date: _____

PROPOSAL REQUEST

PROJECT:

Salt Storage Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass Road
Bid No. 32-11DEC25

RFP NUMBER: 001

DATE OF ISSUANCE: 04/24/2026

OWNER:

Boone County Commission

PWA PROJECT NUMBER: 202501.01

TO CONTRACTOR:

Wade Horn, Brian Dennison, & Clayton Gause
PCE Construction, Inc.
5900-C N. Tower Drive
Columbia, MO 65202

ARCHITECT:

Erik Miller, AIA, CDT
PWArchitects, Inc.
2120 Forum Blvd. Suite 101
Columbia, Missouri 65203

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW AFTER THIS REQUEST HAS BEEN RESPONDED TO.

Description:

Contractor shall provide pricing for:

Please provide pricing for 100 lineal feet (+/-, final amount to be field verified and coordinated by the Contractor) of additional concrete crack repair work in accordance with Section 03 01 00 – Maintenance of Concrete. As described in Section 01 22 00 – Unit Prices & Allowances, this would change Paragraph 1.08.H, Schedule of Allowances Item for Concrete Crack Repair, from an initial Base Bid Quantity of 150 lineal feet to a revised quantity of 250 lineal feet.

As of 4/21/2026, the Contractor's concrete repair subcontractor identified additional cracks in the East concrete foundation walls, and estimates these as approximately 250 lineal feet total, which is an additional 100 lineal feet of crack repair work over the 150 lineal feet required to be included in the Base Bid for this project.

It was discussed at the construction coordination meeting on 4/16/2026 that injection crack repair systems which are more flowable will likely be more suitable for much of the crack repair work and will allow a significant reduction in the amount of saw cutting preparatory work. It is currently anticipated that W.R. Meadows Rezi-Weld LV will be approved for this application, based on PWA's discussion with the product's manufacturer on 4/24/2026.

Please provide the following breakout line item in the proposal related to this:

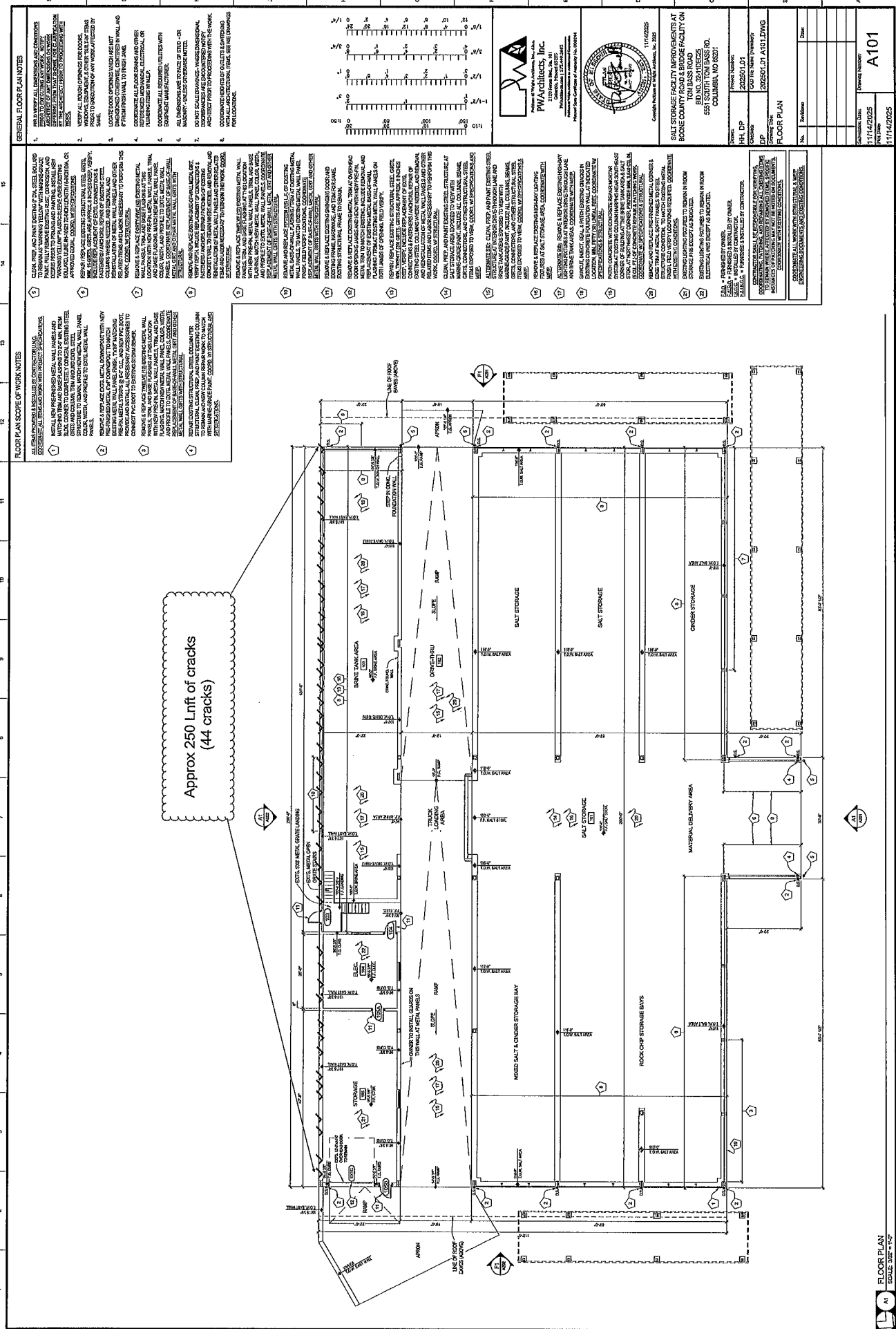
- Confirm the total quantity of concrete cracks required to be saw cut for preparation. This is anticipated to be reduced by use of the Rezi-Weld LV product, which is more flowable and does not necessarily require saw cutting for narrow joints. This may be submitted as either a revised Unit Price for this work, a total quantity / cost adjustment, or both.
- Any necessary adjustments in the labor required for the anticipated reduction in saw cutting work.

(continued on next page)

This RFP is requested at the Contractor's recommendation for the Owner's consideration as optional extra work that would benefit the Owner while the Contractor is available on-site performing similar work.

Attachments: Contractor's Plan Markup of Sheet A101, and Contractor's 20 Site Photos.

By: Dylan Powell, AIA
PWArchitects, Inc. (PWA)





















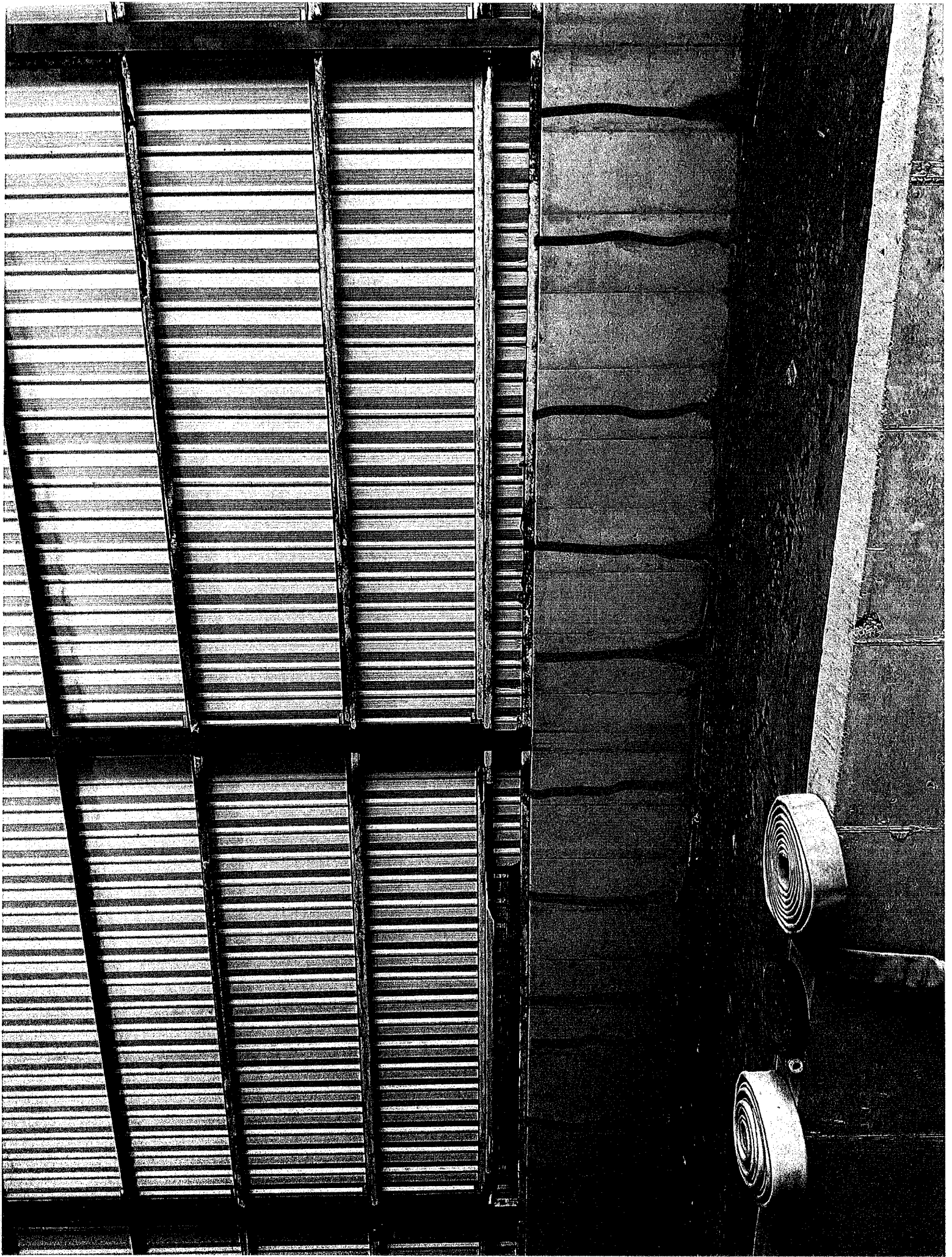


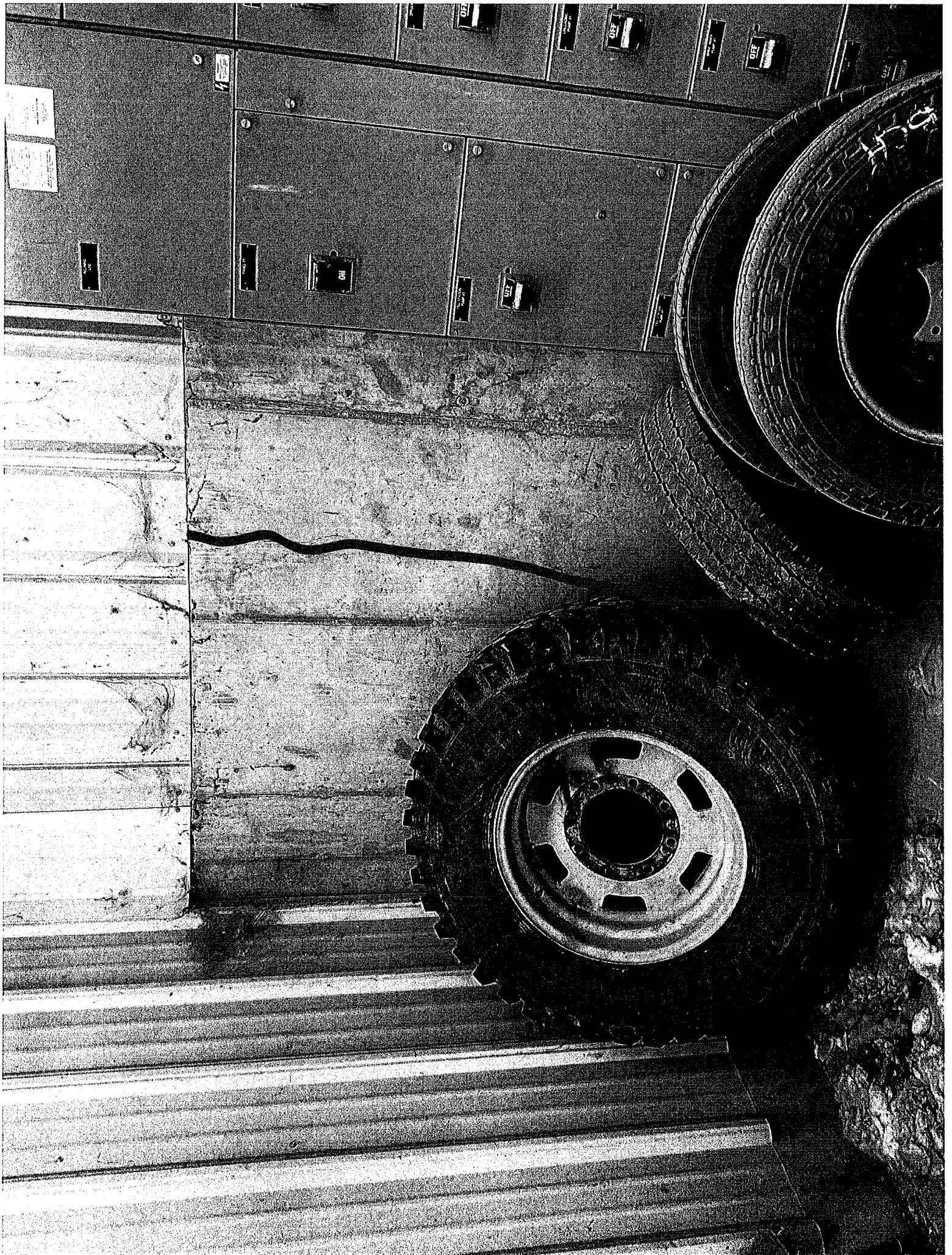




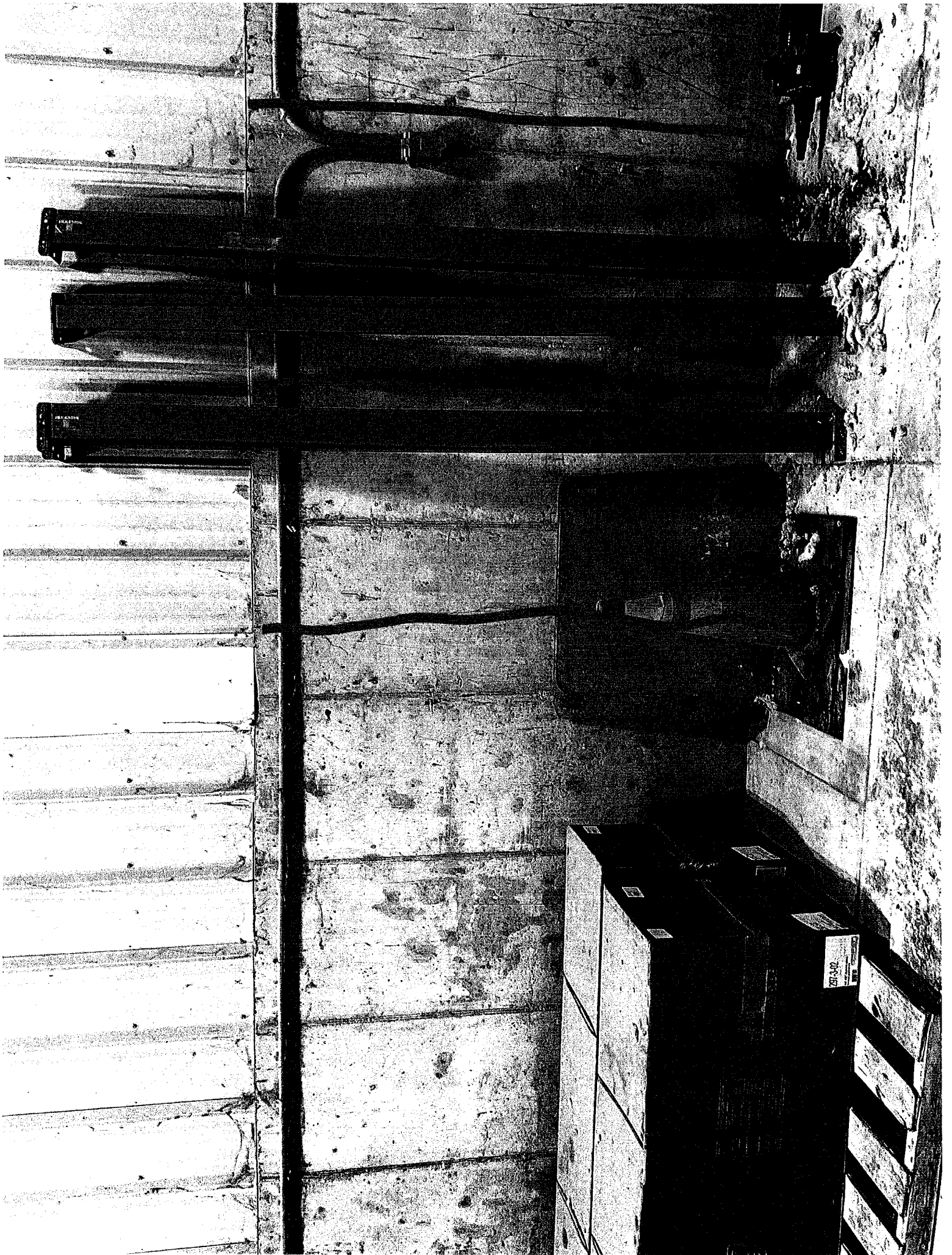


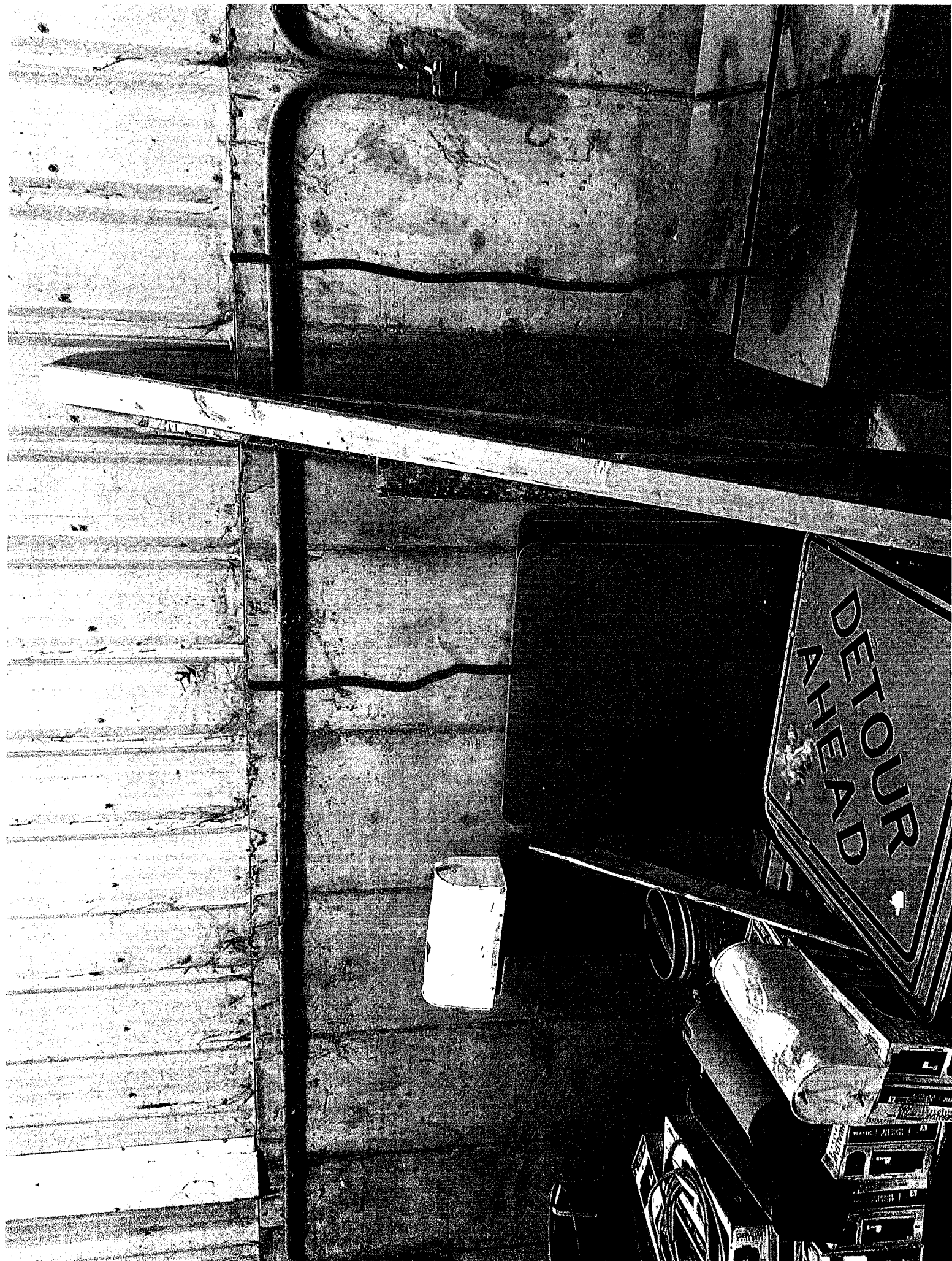














CHANGE ORDER

PROJECT:

Salt Storage Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass
Road, Bid Number 32-11DEC25

CHANGE ORDER NUMBER: **02**

DATE OF ISSUANCE:

6/16/2026

CONTRACT DATE:

1/22/2026

OWNER:

Boone County Commission
Boone County Government Center
801 E. Walnut, Rm 333
Columbia, MO 65201-7732

PWA PROJECT NUMBER:

202501.01

TO CONTRACTOR:

Professional Contractors & Engineers, Inc.
5900-C North Tower Dr.
Columbia, MO 65202

ARCHITECT:

PWArchitects, Inc.
2120 Forum Blvd., Ste. 101
Columbia, MO 65203

Change Order Number 02:

The Contract is changed as follows:

Add additional structural steel repairs to the project, to include the following:

- RFP #2, dated May 8, 2026, and including the revised Sheet S200 with the Structural Engineer's markups documenting the additional work.
- Proposal #2, dated June 9, 2026 in the amount of \$10,405.36, consistent with the identified repairs. **This proposal does not include the steel wall girt repairs and modifications designated as Item #1 in RFP #2. Repairs for RFP #2, Item #1, will be addressed in a separate proposal.**
- An email from the Contractor dated May 6, 2026 with photographs and sketches showing many of the conditions included in the repairs.

Except as indicated above, this Change Order represents the maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #2 from Professional Contractors & Engineers dated June 9, 2026 represents costs based on the scope identified on the attached drawings along with field observations and measurements.

The Contract Time is extended by 14 additional days for this additional work.

During construction in the existing Road & Bridge Salt Storage building, additional locations of structural steel deterioration were identified by the Contractor in the course of their repainting work. Some of these were anticipated for and accounted for by the Design Team in the bidding and contract documents. However, other conditions of significant structural steel deterioration were found in locations that were previously unobservable and inaccessible to the Design Team along the existing West walls of the Salt Storage area (Room #101 on the drawings). Photographs of these conditions are attached to this Change Order. The Structural Engineer has personally visited the site, viewed these conditions, and designed the necessary repairs included in the attached RFP #2 document.

The Certified Copy of Order related to this Change is attached following this cover sheet.

Not valid until signed by the Owner, Architect and Contractor.

(Continued on next page)

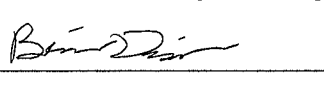
The original Contract Sum was	\$ 617,000.00
Net change by previously authorized Change Orders	\$ 10,000.00
The Contract Sum prior to this Change Order was	\$ 627,000.00
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 10,405.36
The new Contract Sum including this Change Order will be	\$ 637,405.36
The Original Contract Time for the project was	140 days
Contract Period for Construction is Increased/Decreased by	14 days
New Contract Period for New Building and Site	154 days
Contract Completion Date is	July 3, 2026

ARCHITECT
Architect's Agent
Erik Miller, AIA, CDT
Principal, PWArchitects, Inc.

BY 

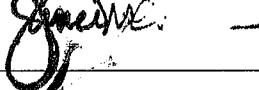
DATE June 16, 2026

CONTRACTOR
Professional Contractors &
Engineers, Inc.
Brian Dennison, Project Manager

BY 

DATE June 16, 2026

OWNER
Boone County, Missouri
Janet M. Thompson
District II Commissioner

BY 

DATE

OWNER'S REPRESENTATIVE
Boone County Road & Bridge
Greg Edington
Director

BY

DATE



5900-C NORTH TOWER DR
COLUMBIA, MO 65202
Ph : (573) 442-1113

Change Request

To: PWARECHITECTS
2120 FORUM BLVD
Suite 101
Columbia, MO 65203
Ph: (573)449-2683 Fax: (573)442-6213

Number: 2
Date: 6/9/26
Job: 26-2847 Boone Co Salt Storage Facility

Description: RFP 02 Partial CR items 2-4

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Pricing for RFP Items:

- 2 - North east exterior wall girt reinforcing for x bracing
- 3 - North west exterior wall steel girt clip deterioration
- 4 - North west exterior wall steel column deterioration

Item 1 Girt replacement pricing still to come

Add 2 weeks to project timeline

Item	Description	Vendor	Labor	Material	Equipment	Subcontract	Other	Price
	STRUCTURAL			1,200.00				1,200.00
	MATERIAL							
	STRUCTURAL	A & H STEEL LLC				8,259.42		8,259.42
	ERECTION							
							Subtotal:	\$9,459.42
				Contractor Fee		\$9,459.42	10.00%	\$945.94
							Total:	\$10,405.36

If you have any questions, please contact me at .

Submitted by: BRIAN DENNISON

Approved by: _____
Date: _____



A&H Steel LLC

PO Box 386
Ashland, MO 65010

573.488.4090 phone
573.488.4091 fax
www.a-hsteel.com

Date: June 04, 2026

Project Name: Boone County Salt Storage

Attention: Brian Dennison

PCE, Inc.

Proposal Request #1: RFP 002 (Partial)

This proposal includes labor and equipment to repair deterioration of additional columns, repair column girt clips at front columns, and modify girts for x-bracing per RFP 002 for the sum of \$8,259.42.

Breakdown:

Foreman: 16hrs. @ \$129.41 = \$2,070.56

Journeyman: 38hrs. @ \$124.97 = \$4,748.86

65' JGL Boom Lift: 18hrs. @ \$65.00 = \$1,008.00

Wedler: 24hrs. @ \$18.00 = \$432.00

Total: \$8,259.42

Note:

-Same exclusions and qualifications as original bid proposal apply to this Proposal.

-Please note the girts to be replaced in RFP 002 will be under a separate proposal sent at a later date.

FIELD WORK ORDER

NO.

P O Box 386 * Ashland MO 65010

PH (573) 488-4090 * FAX (573) 488-4091

COMPANY: PLE, INC.

JOB NUMBER:

PHASE:

DATE:

PREPARE DAILY, HAVE SIGNED, AND SEND THIS REPORT TO
OUR HOME OFFICE DAILY.

JOB SITE: BOONE COUNTY SALT STORAGE

DESCRIPTION OF WORK: ADDITIONAL COLUMN DETERIORATION REPAIRS FOR RFP DOZ

NAMES OF WORKMEN AND FOREMAN	TRADE CLASSIFICATION	NO. OF HOURS	RATE PER HOUR	AMOUNT
	JAMIE KENDRICK (FOREMAN)	16		\$0.00
	KENDAL BURWELL	16		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
☐				\$0.00
		NO. OF HOURS	RATE PER HOUR	AMOUNT
QUANTITY	MATERIALS AND EQUIPMENT	UNIT PRICE	AMOUNT	
	WELDER : 12HRS		\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
		TOTAL	\$0.00	

ABOVE DESCRIBED BACKCHARGE FOR LABOR, TRUCKING,
MATERIALS & EQUIPMENT, ACCEPTED AND APPROVED:

FIRM NAME

BY: _____

SIGNATURE: _____

DATE: _____

WORK ORDER RECEIVED BY

A & H Steel LLC

BY: _____

SIGNATURE: _____

FIELD WORK ORDER

NO.

P O Box 386 * Ashland MO 65010

PH (573) 488-4090 * FAX (573) 488-4091

COMPANY: PCE, INC

JOB NUMBER:

PHASE:

DATE:

PREPARE DAILY, HAVE SIGNED, AND SEND THIS REPORT TO
OUR HOME OFFICE DAILY.

JOB SITE: BOONE COUNTY SALT STORAGE

DESCRIPTION OF WORK: REPAIR FRONT TWO COLUMN GIRT CLIPS WITH FLAT PLATE WELDED AT THE GIRT
CLIP LOCATIONS

[illegible]

ABOVE DESCRIBED BACKCHARGE FOR LABOR, TRUCKING,
MATERIALS & EQUIPMENT, ACCEPTED AND APPROVED:

FIRM NAME

BY: _____

WORK ORDER RECEIVED BY

A & H Steel LLC

SIGNATURE: _____

BY: _____

DATE: _____

SIGNATURE: _____

FIELD WORK ORDER

NO. _____

P O Box 386 * Ashland MO 65010
PH (573) 488-4090 * FAX (573) 488-4091

COMPANY: PCE, INC

JOB NUMBER:

PHASE: _____

DATE: _____

PREPARE DAILY, HAVE SIGNED, AND SEND THIS REPORT TO
OUR HOME OFFICE DAILY.

JOB SITE: BOONE COUNTY SALT STRABE

DESCRIPTION OF WORK: MODIFY GIRTS FOR X-BRACING

[illegible]

ABOVE DESCRIBED BACKCHARGE FOR LABOR, TRUCKING,
MATERIALS & EQUIPMENT, ACCEPTED AND APPROVED:

FIRM NAME

BY: _____

SIGNATURE: _____

DATE: _____

WORK ORDER RECEIVED BY

A & H Steel LLC

BY: _____

SIGNATURE: _____

PROPOSAL REQUEST

PROJECT:

Salt Storage Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass Road
Bid No. 32-11DEC25

RFP NUMBER: 002

DATE OF ISSUANCE: 05/08/2026

OWNER:

Boone County Commission

PWA PROJECT NUMBER: 202501.01

TO CONTRACTOR:

Wade Horn, Brian Dennison, & Clayton Gause
PCE Construction, Inc.
5900-C N. Tower Drive
Columbia, MO 65202

ARCHITECT:

Erik Miller, AIA, CDT
PWArchitects, Inc.
2120 Forum Blvd. Suite 101
Columbia, Missouri 65203

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW AFTER THIS REQUEST HAS BEEN RESPONDED TO.

Description:

Contractor shall provide pricing for:

Please provide pricing for the additional structural steel modifications indicated in the attached document. These modifications are intended to address discovery items identified by the Contractor on 5/1/2026 during their steel blast cleaning and general preparation work. These items were not previously known to the Design Team nor were they observable due to their locations.

The proposed structural modifications may be generally described as follows:

1. Northwest Exterior Wall at Salt Storage #101 – Steel Wall Girt Replacement

Multiple existing steel wall girts along this wall were found to have a significant amount of deterioration after the blast cleaning prep work for the new paint system by the painting subcontractor and must be replaced. This was generally anticipated by the bidding documents, although the Design Team was not certain of exact locations where this may be encountered. Please identify the exact locations and quantities for these items to be replaced and confirm whether this additional work will extend beyond the allowance of 850 lineal feet for steel wall girt replacement included in the base bid for this project. If the quantity exceeds this amount, please submit pricing in accordance with the established Unit Prices for this project.

2. Northwest Exterior Wall at Salt Storage #101 – Reinforce Existing / New Steel Wall Girts at Existing X-Bracing:

New steel wall girt replacements in this area are required to be notched and reinforced with steel angles due to the presence of existing steel rod X-Bracing, which is required to remain in place for structural reasons. Details addressing this are provided in the attached document.

3. West Exterior Walls at Material Delivery Area Entry at Salt Storage #101 – Steel Deterioration Repairs:

Additional conditions of existing steel deterioration were discovered in this general area at existing steel columns and at connection points of the existing steel girts to the existing concrete walls. These appear to be due to general corrosion and deterioration that was not previously visible until the steel blast cleaning work was undertaken. Details addressing this are provided in the attached document.

AWAITING PRICING

(continued on next page)

4. Southwest Exterior Wall at Salt Storage #101 – Steel Deterioration Repairs at Column Bases:
The bases of two existing steel columns in this area were discovered during blast cleaning to be completely missing due to general corrosion and deterioration. Deterioration at this location was not previously known due to this location being unobservable by the Design Team. Details addressing this are provided in the attached document.

This RFP is requested for the Owner's consideration as a combination of optional extra work and necessary work that would benefit the Owner while the Contractor is available on-site performing similar work.

Attachments: Revised Sheet S200 with Markups from Structural Engineer.

By: Dylan Powell, AIA
PWArchitects, Inc. (PWA)

Salt Storage additional steel work

From Brian Dennison <bdennison@pce-mo.com>

Date Wed 5/6/2026 1:25 PM

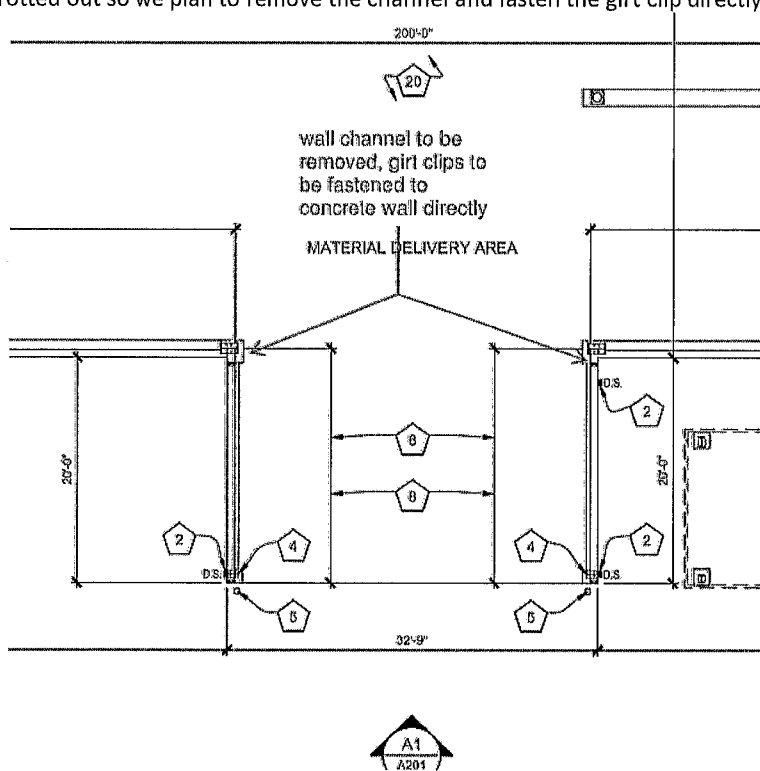
To Dylan Powell <dpowell@pwarchitects.com>

Cc Erik Miller <emiller@pwarchitects.com>; Clayton Gause <cgause@pce-mo.com>; 'Jared Verslues' <JVerslues@crockettengineering.com>

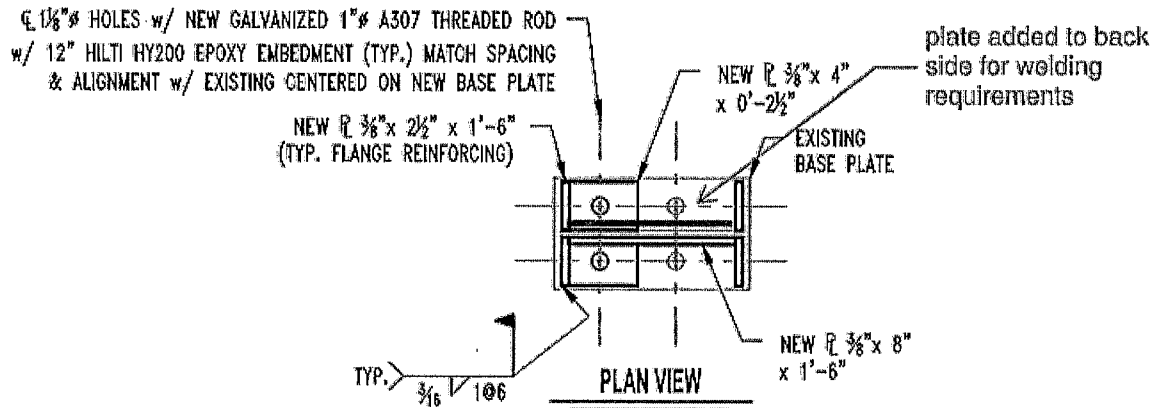
Dylan,

Just wanted to give you a heads up on items that have recently came up. Jared is working on details for us but here's a quick summary below. These items have cost and time extensions with them. Once we receive Jared's details we can get change orders together for items that have cost associated with them.

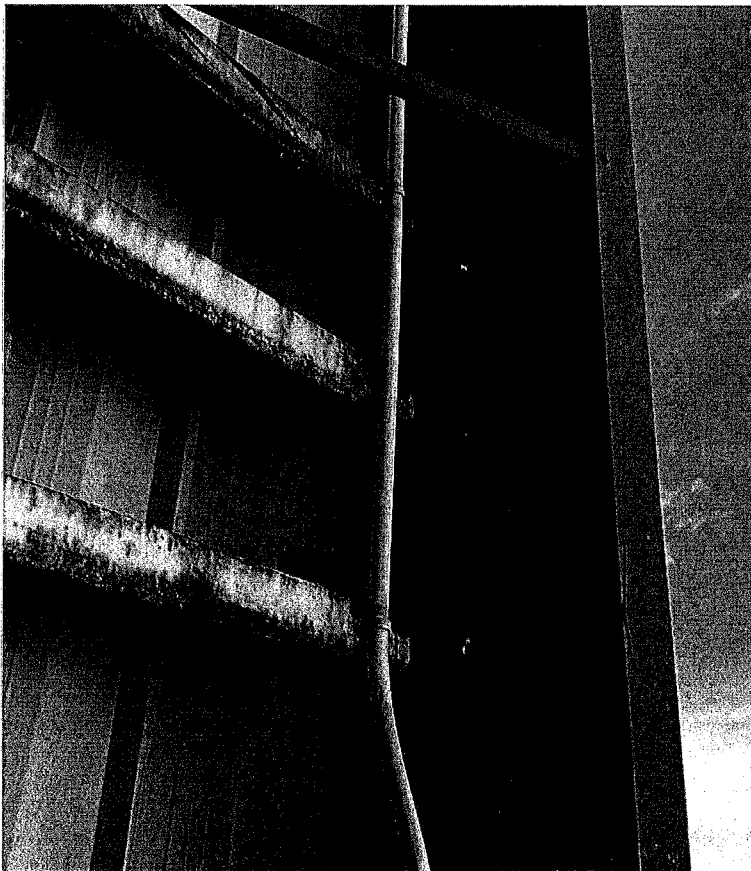
1. At the north entrance there is a channel anchored to the concrete wall, then girt clips are fastened to that. The channel is rotted out so we plan to remove the channel and fasten the girt clip directly to the wall using $\frac{1}{2}$ " x 4" titen anchors



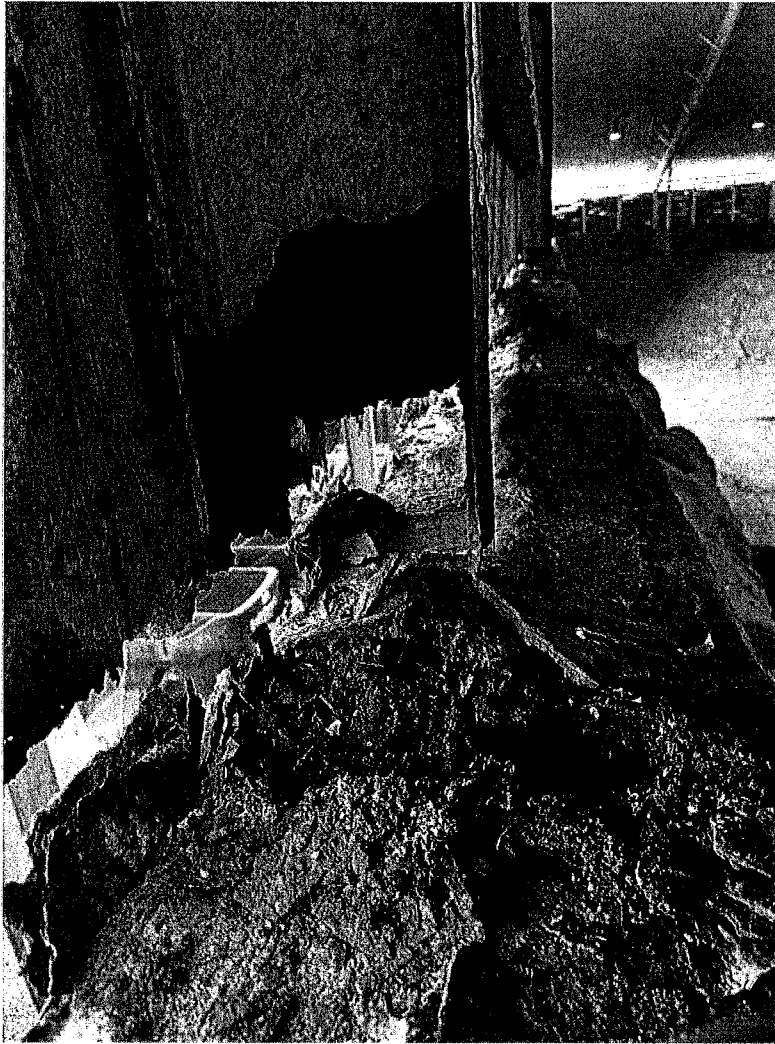
2. At the two rusted out columns (note 2) we had to add an additional plate on the back side of the columns so we could have material to weld to.



3. At the two rusted out columns there are multiple locations where the column is rusted out at the girt clip locations, on site with Jared it was discussed to cut a 6" tall X inside web to inside web X $\frac{3}{8}"$ steel plate to weld in place at the rusted out areas.



4. There are additional girts to be replaced on the north east wall, these locations also have x bracing in the way. It was discussed on site with Jared that we could notch the girt then weld in a piece of angle to stiffen the new girt rather than trying to replace the x bracing.
5. It was just brought to our attention that two columns on the north west side of the building are completely rotted out at the base, due to this being a safety concern we have shored up these columns and will complete the necessary repairs once we receive Jared's detail for the fix. We are going around other locations to confirm final counts on any other issues that we may see.



Thanks

Brian Dennison
Project Manager
Office: (573) 442-1113
Cell: (573) 881-2035
5900 – C North Tower Drive
Columbia, MO 65202
www.pce-mo.com

 **PCE**
CONSTRUCTION

CERTIFIED COPY OF ORDERJuly Session of the July Adjourned

26

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

16th

July

26

In the County Commission of said county, on the

day of

20

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

Now on this day the County Commission of the County of Boone does hereby extend the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and D&D Investments of Columbia, LLC. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 16th day of July 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

Resource Management

Planning | Inspection | Engineering | Stormwater | Wastewater

To: Boone County Commission

From: Nicki Rinehart, Stormwater Coordinator

Subject: EXTENSION OF STORMWATER SECURITY AGREEMENT AND EROSION AND SEDIMENT CONTROL
IRREVOCABLE LETTER OF CREDIT FOR WILLOW CREEK PLATS 1 & 2

Date: 6 July 2026

The purpose of this memo is to request the extension of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit for Willow Creek Plats 1 & 2.

The Irrevocable Letter of Credit was issued by First State Community Bank in the amount of \$118,931.17. Said letter of credit was issued on behalf of D & D Investments of Columbia LLC for construction of a 22-lot (Plat 1) and 25-lot (Plat 2) subdivision, associated public street infrastructure, and stormwater improvements located at E. St. Charles Rd.

EXTENSION AGREEMENT NO. 3
\$118,931.17 Letter of Credit – Willow Creek Plats 1 & 2

THIS AGREEMENT, effective May 20, 2026, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and D & D Investments of Columbia, LLC., a corporation in the State of Missouri, herein “Developer” and First State Community Bank, herein “Bank.”

WHEREAS, Developer is conducting a building project to construct a new subdivision, Willow Creek Plat 1 & Plat 2, formerly North Battleground Plat 1 & Plat 2, herein “Project”; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated May 18, 2021, in the amount of \$118,931.17 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expired on May 18, 2026; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to May 18, 2027.

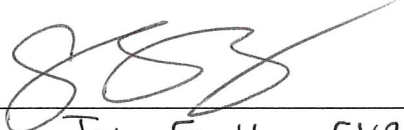
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 293-2021 and the Stormwater Security Agreement dated May 13, 2021, approving erosion and sediment control security in the form of a Letter of Credit in the amount of \$118,931.17, with an expiration date of May 18, 2023, is attached hereto and incorporated herein by reference.
2. Commission Order 246-2023 and the Extension Agreement dated May 13, 2023, approving extension of the Letter of Credit in the amount of \$118,931.17, to May 18, 2025, is attached hereto and incorporated herein by reference.
3. Commission Order 340-2025 and the Extension Agreement dated May 13, 2024, approving extension of the Letter of Credit in the amount of \$118,931.17, to May 18, 2026, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the May 18, 2021 Letter of Credit such that the new expiration date will be May 18, 2027.
5. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.

6. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.
SO, AGREED.

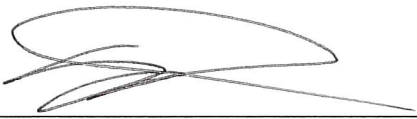
FIRST STATE COMMUNITY BANK:

By:


John Findley, EVP

D & D INVESTMENTS OF COLUMBIA, LLC.:

By:

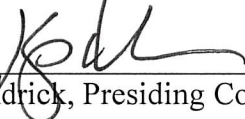

Daniel Burks, Member

BOONE COUNTY:

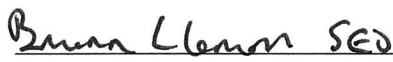
Department of Resource Management:


Interim Director, Resource Management

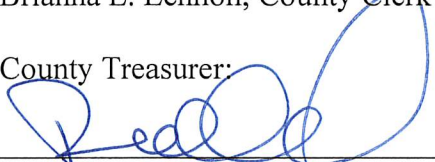
County Commission:


Kip Kendrick, Presiding Commissioner

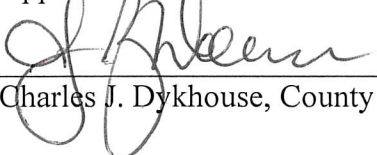
Attest:


Brianna L. Lennon, County Clerk

County Treasurer:


Jenna Redel, County Treasurer

Approved as to form:


Charles J. Dykhous, County Counselor

340-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 8th day of July 20 25

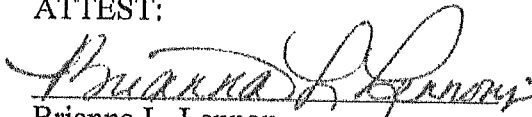
the following, among other proceedings, were had, viz:

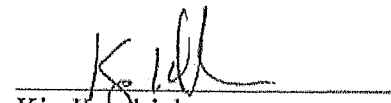
Now on this day, the County Commission of the County of Boone does hereby approve the extension of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and D & D Investments, Inc.

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

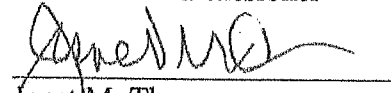
Done this 8th day of July 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT

THIS AGREEMENT, effective May 13, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and D & D Investments of Columbia, LLC., a corporation in the State of Missouri, herein "Developer" and First State Community Bank, herein "Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Willow Creek Plat 1 & Plat 2, formerly North Battleground Plat 1 & Plat 2, herein "Project"; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated May 18, 2021, in the amount of \$118,931.17 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expired on May 13, 2024; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to May 13, 2026.

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

1. Bank Letter of Credit dated May 18, 2021, in the amount of \$118,931.17, with an expiration date of May 18, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the May 18, 2021 Letter of Credit such that the new expiration date will be May 18, 2026.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

FIRST STATE COMMUNITY BANK:

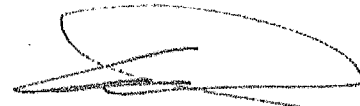
By:



John Findley, Senior Vice President

D & D INVESTMENTS OF COLUMBIA, LLC.:

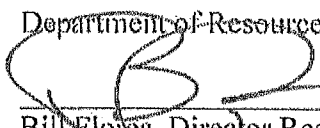
By:



Daniel Burks, Member

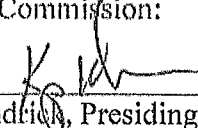
BOONE COUNTY:

Department of Resource Management:



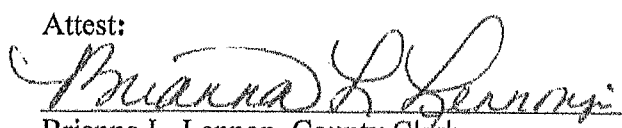
Bill Elora, Director Resource Management

County Commission:



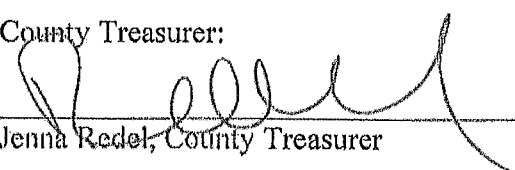
Kip Kendrick, Presiding Commissioner

Attest:



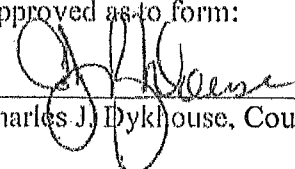
Brianna L. Lennon, County Clerk

County Treasurer:



Jenna Redel, County Treasurer

Approved as to form:



Charles J. Dykhouse, County Counselor

276-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20

County of Boone

} ca.

In the County Commission of said county, on the

25th

day of

May

20 23

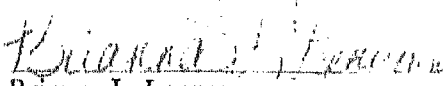
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone D & D Investments of Columbia, LLC for Willow Creek Plats 1 & 2, formerly North Battleground Plats 1 & 2.

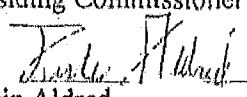
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

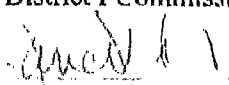
Done this 25th day of May 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT

THIS AGREEMENT, effective May 13, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and D & D Investments of Columbia, LLC., a corporation in the State of Missouri, herein "Developer" and First State Community Bank, herein "Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Willow Creek Plat 1 & Plat 2, formerly North Battleground Plat 1 & Plat 2, herein "Project"; and

WHEREAS, Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated May 18, 2021, in the amount of \$118,931.17 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on May 13, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to May 13, 2024.

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

1. Bank Letter of Credit dated May 18, 2021, in the amount of \$118,931.17, with an expiration date of May 18, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the May 18, 2021 Letter of Credit such that the new expiration date will be May 18, 2024.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

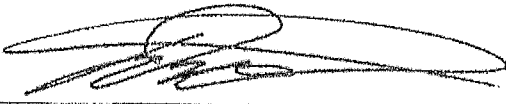
FIRST STATE COMMUNITY BANK:

By:


Drew Smith, Executive Vice President

D & D INVESTMENTS OF COLUMBIA, LLC.:

By:


Daniel Burks, Member

BOONE COUNTY:

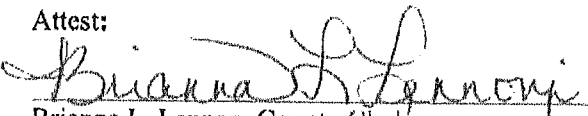
Department of Resource Management:


Bill Morea, Director Resource Management

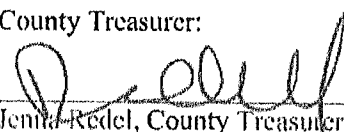
County Commission:


Kip Kendrick, Presiding Commissioner

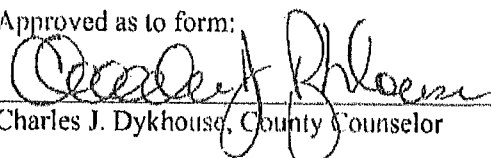
Attest:


Brianna L. Lennon, County Clerk

County Treasurer:


Jenni Redel, County Treasurer

Approved as to form:


Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

JB -2021

STATE OF MISSOURI

County of Boone

} en.

July Session of the July Adjourned

Term. 20 21

In the County Commission of said county, on the

22nd

day of

July

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and D & D Investments of Columbia, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of July 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill

Presiding Commissioner

Justin Aldred

Justin Aldred

District I Commissioner

Janet M. Thompson

Janet M. Thompson

District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: May 13, 2021

Developer/Owner Name: D & D Investments of Columbia LLC
Address: 1200 I-70 Dr. SW
Columbia, MO 65203

Development: North Battleground Plat 1 & Plat 2

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at North Battleground Plat 1 and Plat 2. The SWPPP and ESC was prepared by Crockett Engineering Consultants on December 18, 2017 and January 8, 2019.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 13th day of May 2023. and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$118,931.17, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations

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

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

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to May 13, 2023, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on May 13, 2023, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

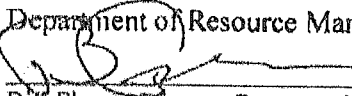
By: 

Printed Name: Donal M. Burks

Title: Member

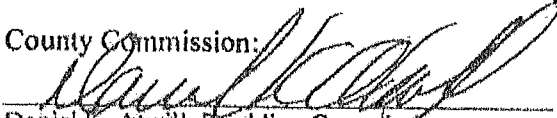
BOONE COUNTY, MISSOURI:

Department of Resource Management



Bill Florea, Director Resource Management

County Commission:



Daniel K. Atwill, Presiding Commissioner

Attest:



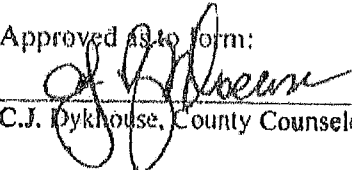
Brianna L. Lennon, Boone County Clerk

County Treasurer



Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor



First State Community Bank

IRREVOCABLE LETTER OF CREDIT
NO. 4521090385
DATE: 05/18/2021

Amount: 118,931.17

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on First State Community Bank for the account of D & D Investments of Columbia LLC up to an aggregate amount of \$118,931.17 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under First State Community Bank Letter of Credit #4521090385 Dated 5/18/2021."

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

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before May 18, 2023, provided further that upon such expiration, either at May 18, 2023, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

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

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

Success Starts Here.

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: _____



Drew Smith, Executive Vice President,
First State Community Bank

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

Boone County, Missouri letterhead

Date

First State Community
Bank
300 Diego Dr
Columbia, MO 65203
Attention: Drew Smith, Executive VP

Re: Bank Letter of Credit No.: 4521090385
Dated: 05/18/2021
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to First State Community Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 4521090385 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

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

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

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

BOONE COUNTY, MISSOURI

By: _____
Dan Atwill, Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

First State Community
Bank
300 Diego Dr
Columbia, MO 65203
Attention: Drew Smith, Executive VP

Re: Bank Letter of Credit No.: 4621090385
Dated: 05/18/2021
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Dan Atwill, Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____