389-2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve a request by Sugartree Hill Properties LLC for a review plan and preliminary plat for Sugartree Hill PRD subject to the following conditions:

1. That the Blue Jay Way connection to State Highway UU be examined by the Missouri Department of Transportation for possible improvements
2. That off-site improvements to Ravens Road and Blue Jay Way will be required under County Permit as part of this development and this is at the developer's expense.
3. All units are required to have a covered front porch which can't encroach into any utility easement
4. All units will have roof overhangs where all roofs will extend a minimum of 12" from the supporting vertical wall under the roof. This standard is required for the entirety of the building.

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

390 -2026

# CERTIFIED COPY OF ORDER

August Session of the July Adjourned 26

**STATE OF MISSOURI** } **ea.** **Term. 20**

**County of Boone**

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve a request by Sugartree Hill Properties LLC to rezone from Single-Family Residential (R-S) to Planned Single Family Residential (R-SP)

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

391 -2026

# CERTIFIED COPY OF ORDER

August Session of the July Adjourned Term. 20 26

**STATE OF MISSOURI** } **ea.**

**County of Boone**

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C001107 (PS22170) with Henderson Products, Inc. for the purchase of three new dump truck bodies. The terms of the agreement are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

(4)

# Boone County Purchasing

**Amy Gerskin, CPPB**
Senior Buyer

5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonemo.gov

June 12, 2026

TO: Bid File
FROM: Amy Gerskin, Senior Buyer
RE: Cooperative Contract: NPPGov PS22170 – Seasonal Road Management Equipment with Henderson Products, Inc. for Boone County Road and Bridge

Boone County Road & Bridge Department requests permission to utilize the National Purchasing Partners, LLC cooperative contract PS22170 with Henderson Products, Inc. for the purchase of three (3) Dump bodies, chassis, plow hitch, and installation. The county contract number is C001107.

The total cost of this purchase is $325,113.69 and will be paid by department 2040 – Road and Bridge Road Maintenance and account 92400 – Replacement Auto/Trucks. A budget amendment has been processed by the department.

Disposal forms associated with this purchase will be submitted on a separate contract.

cc: Greg Edintong, Robert Sapp – Road & Bridge
Contract File

06/12/26
RQST DATE

# PURCHASE REQUISITION
# BOONE COUNTY, MISSOURI

15261
VNDR #

Henderson Products, Inc.
VENDOR NAME

PS22170
BID #

Ship to Dept #: 2040

Bill to Dept #: 2040

| Dept | Account | Item Description | Qty | Unit Price | Amount |
|---|---|---|---|---|---|
| 2040 | 92400 | Mark E Dump Body, Chassis, Plow Hitch | 3 | $108,235.23 | $324,705.69 |
| | | Installation | 3 | $0.00 | $0.00 |
| | | Freight | 1 | $408.00 | $408.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
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| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | GRAND TOTAL: | 325,113.69 |

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

C:\Users\rsapp\AppData\Local\Microsoft\Olk\Attachments\ooa-819c8164-76eb-4971-b585-c7f8632c8656\c2f7ccb6463bebcce937fe38a034ed11bda3fa008e21bf2de5ba7479af6ade38\846651ec27e19ad4632c61dc95a30f1f8c2434017451897cd2d20b41eaa

A proposal for
BOONE COUNTY, MO
5551 TOM BASS ROAD
COLUMBIA, MO 65201

Quote # SF-2025-00649 Revison # 1

Jun 8, 2026

Quotation valid until: Sep 6, 2026

This document outlines a comprehensive truck package, comprising the following equipment. The listed equipment is designed to be installed and operated as an integrated system, ensuring full compatibility and optimal performance.

Plow Hitch

Mark E Dump Body

Chassis

Installation

NPPGov Contract Number: PS22170

Quote prepared by: Cole Bruemmer

NASPO ValuePoint SUPPLIER PARTNER



npp gov National Purchasing Partners Government Since 2005

## Package Model - PACKAGE

| | |
|---|---|
| **HITCH** | |
| Truck Side Hitch Type | Low Profile |
| Hitch Family | Basic Hitch |
| Lift Cylinder | 3"x2" Cylinder Nitrided |
| Hitch Width | 30.5" |
| Hitch Connection Type | Quick Hitch |
| Hitch Mounting Hardware | No Mounting Hardware |
| **HPI** | |
| Family | Mark E, Classic |
| Floor Length | 15' Floor Length |
| Side Height | 36 inches |
| Body Material (Sides/HeadSheet) | 7GA 201SS Sides/Headsheet |
| Floor Material | 3/16" AR400 Floor |
| Front Bolster | No Front Bolsters |
| Rear Bolster Material | 7GA 201SS Rear Bolsters |
| Rear Bolster Height | 8" Taller Than Sides Rear Bolster, 2 1/8" Pockets |
| Top Rail/Rub Rail Material | 7GA 201SS Top & Rub Rails |
| Side Braces | No Side Braces |
| Hoist Type | Trunnion Mount Hoist, Ext DH, SA |
| Cylinder Model | G3/M 4yr Std Wty,1yr Salt Application |
| Install Hoist & Cradle | Upfitter Installed H&C |
| Hoist Mount Type | Full Width Cradle |
| Longsills | 10" I-Beam, Full Weld Longsill & Apron |
| Body Hinge Maintenance | Greaseable Pins, No Bushings |
| Tailgate Style | Configured Tailgate |
| Tailgate Air Valve | Upfitter Supplied Air Valve |
| Tailgate Pin Lanyards | No TG Pin Lanyards |
| Horizontal J-Hooks | Horizontal J-Hooks |
| Bolsters Chain Hooks | Banjo Chain Hooks (Inst) |
| Tailgate Chains | SS Tailgate Chains |
| Tailgate Hinge | Standard 1-1/4" Pins, 1" Plate |
| Tailgate Release & Control | Double Acting Air Cylinder with SS Bushings |
| Tailgate Lift Style/Location | Formed Lift Loop,Interior |
| Tailgate Brace | (1) Horizontal Tailgate Brace |
| Coal Chute | No Coal Chute |
| Tailgate Liner | 3/16" AR400 Tailgate Liner |
| Tailgate Sheet Material | 10GA 201SS Tailgate Sheet |
| Tailgate Maintenance | Greaseless Pins, Jaws, & Shaft |
| Cabshield Install/Ship Loose | Cabshield Shipped Loose for Install |
| Rear Facing Cabshield Light Holes | 2 Rear Light Holes |
| Side Facing Cabshield Light Holes | 1 Each Side Light Holes |
| Foward Facing Cabshield Light Holes | 2 Forward Light Holes |

| | |
|---|---|
| Cabshield Installation Height | Upfitter Installed Standard Leg Height |
| Cabshield Material | 10 Gauge Sheet 7 Gauge Ends |
| Cabshield Width | 86" Width |
| Cabshield Overhang | 22" Overhang |
| Cabshield Style | Weld-On Cabshield No Tarp Shroud |
| Cabshield Finish Prep | Cabshield No Finish Prep (Raw) |
| Cabshield Paint/Finish | Cabshield No Finish (Raw) |
| Backup Light | Backup Light: None |
| Lighting Package | Upfitter Supplied Light Pack |
| Lighting Add-Ons | No Weld-On Light Box |
| Rear Facing Rear Bolster Light | 3 Obround Light |
| Rear Bolster Marker Lighting | 2.5" Red Marker Light Hole |
| Rub Rail Lighting | No Rub Rail Lighting |
| Liquid Tanks | No Prewet Tanks On Body |
| Finish Prep | Wash & Prime Mild Parts Only |
| Paint/ Finish | No Finish |
| Asphalt Lip | 12" Pin On 7GA 201 Asp Lip,Ins |
| Side Boards, Installed at Factory | Mid Point Board Brace Only |
| Side Ladder Location | No Ladder |
| Body Steps | No Interior Steps |
| Walk Rails | No Walk Rails |
| Vibrator Location | Vibrator Bracket Between Longsills |
| TGS Installation | No Factory Installed TGS |
| TGS Integration | No HPI Prop Style Spill Shields |
| TGS/Asph Lip Mount Holes | Mount Holes In Apron and Bolster (Asphalt Lip) |
| **Special Request**<br>G3/M 4YR STD WTY,1YR SALT APP | CYLINDER TO BE 76415 ILO STANDARD |
| **Special Request**<br>CS,WELD-ON,NO TARP SHROUD | HTE321.201 CABSHIELD LOOSE ILO Picked |
| **Special Request**<br>12" PIN ON 7GA 201 ASP LIP,INS | 181573.201 Bolt on Aphalt Apron ILO picked |
| **Special Request**<br>MID POINT BOARD BRACE ONLY | NEEDS HOLE Drilled IN MIDWAY BOARD BRACE FOR BOL T |

**CHASSIS**

| | |
|---|---|
| Chassis Supplier | Chassis Info To Be Determined |
| Order Type | Turnkey Install |
| Chassis Make | Western Star |

| | |
|---|---|
| Chassis Model | 49X |
| Chassis Model Year | Model Year 2026 |
| Chassis Axle Quantity | Tandem Axle |
| Chassis CA/CT (Usable) | 60 |
| **INSTALLATION** | |
| Chassis Delivery To Henderson | Truck Dealer/Customer Delivers |
| USC Build Facility | USC-MO |
| Installation Order Type | Turnkey Install |
| Completed Truck Delivery | Henderson Delivers (100 Miles or Less) |
| Non-Henderson Equipment | No Non-Henderson Equipment |
| USC Paint Location | Not Required For Job |
| Hooklift | No Job Specific Hooklift |
| Liquid Type | Not Required For Job |
| Spreader Type | Spreader Prep Only |
| Dump Body Type | Mark E Classic |
| Scraper Type | No Underbody Scraper |
| Wing Type | No Wing Plow |
| Front Plow Type | No Front Plow |
| Hitch Type | Low Profile |
| Hitch Mount Style | Cheek Plate Hitch Mount Kit |
| Front Bumper | Bumper Not Required For Job |
| Front Tow Hooks | Tow Hooks, Pair, OEM Supplied |
| Wood Sideboard Size | 2" X 10" Sideboards Rough Cut |
| Dump Body Floor Length | 15' Floor Length |
| Dump Body Rear Profile | Straight Tailgate And Apron |
| Sideboards | Wood Side Boards, Supplied At Henderson Upfit, No Paint |
| Dump Body Vibrator | Cougar DC3200, Tandem Axle |
| Shovel Holder Location 2 | Passenger Side Body |
| Shovel Holder Location 1 | Driver Side Body |
| Shovel Holder Style | Stainless Steel Spring Loaded Shovel Holder With Bracket |
| Shovel Holder Quantity | 2 Henderson Upfit Supplied Shovel Holder |
| Ladder(s) | Ladder Not Required |
| Grab Handle 2 Type | Stainless Steel 12" Grab Handle |
| Grab Handle 1 Type | Stainless Steel 12" Grab Handle |
| Grab Handle Quanity | 2 Grab Handles |
| Grab Handles | Henderson Upfit Supplied |
| Step 5 Location | Driver Side Front, Inside |
| Step 5 Type | 16" Step |
| Step 4 Location | Driver Side Rear, Outside |
| Step 4 Type | 16" Step |
| Step 3 Location | Driver Side Rear, Outside |
| Step 3 Type | 16" Step |
| Step 2 Location | Driver Side Front, Outside |
| Step 2 Type | 16" Step |

| | |
|---|---|
| Step 1 Location | Driver Side Front, Outside |
| Step 1 Type | 16" Step |
| Step Quantity | 5 Dump Body Steps |
| Steps | Henderson Upfit Supplied And Installed Steps |
| Asphalt Lip | Asphalt Lip Supplied & Installed at Factory |
| Cabshield Install | Cabshield Supplied By Factory, Weld To Body At Henderson Upfit |
| Pressure Protection Valve | In Line Air Valve (All Chassis) |
| Tailgate Release Type | Henderson Upfit Supplied Electric Over Air Release |
| Tailgate Style | Standard Tailgate |
| Dump Body Material | Stainless Steel Dump Body |
| Dump Body Cylinder Type | Single Acting Hoist Cylinder |
| Dump Body Hoist Type | Telescopic Hoist with External Doghouse |
| Spreader Tie Down Winch System | (4) Weld On Spreader Tie Down Winch, Stainless Steel (4"x60" Strap) |
| TGS Spill Shield | TGS Spill Shield Not Required |
| Body Liner | Body Liner Not Required |
| Rubber Mounting Pads | No Rubber Mounting Pads Required |
| Tarp Material | Black Vinyl Tarp Material Asphalt Rated |
| Tarp System Type | Electric, Bullet Proof Arms, With Wind Deflector |
| Tarp Brand | US Tarp System |
| QD Mount Location Field | Stainless Steel Quick Disconnect Mount, In Rub Rail |
| Spreader Spinner Install Type | Standard Spinner Install |
| Pintle Plate information | No Light/Side/Hinge Light, ICC/ 3/4" Combo 45 ton |
| Pintle Hook Selection | 45 Ton With Air Kit |
| Rear Mudflap Mounting | Stationary Stainless Steel Mount |
| Rear Mudflap Material | Rubber Rear Mudflap With Logo |
| Rear Center Mudflap Mounting | Not Required On Job |
| Front Center Mudflap Mounting | Front Center Mudflap Not Required |
| Front Mudflap Mounting | Frame Mounted Stainless Steel Anti-Sail |
| Front Mudflap Material | Rubber Front Mudflap No Logo |
| Poly Fenders | Not Required |
| Pintle Plate | Pre-Fab Pintle Plate Installed |
| Pintle Plate Thickness | 3/4" Pintle Plate Thickness |
| Pintle Plate OEM Lights | No Pintle Plate OEM Lights |
| Pintle Plate ICC Lights | Qty 3, 3/4" ICC Lights |
| Pintle Hook Hole Pattern | 45 Ton |
| Reflective Tape | No Logo Reflective Tape 60' Linear |
| Lube System | No Lube System Required |
| Miscellaneous D-Ring Quantity | Not Required |
| Exhaust Elbows | Exhaust Elbow Not Required |
| Automatic Tire Chains | Tire Chains Not Required |
| Pusher Axle | Pusher Axle Not Required |

| | |
|---|---|
| Toolbox 1 Mount Location | Passenger Side |
| Toolbox 1 Mount Brackets | Stainless Mount Bracket |
| Toolbox 1 Material | Stainless Steel |
| Toolbox 1 Size | 18"x18"x30" |
| Toolbox | One Installed |
| Trailer Plug 2 | Not Required For Job |
| Trailer Plug 1 | Remount OEM Trailer Plug (qty 1) |
| Gladhands | Remount Glad Hands |
| Pintle Plate D-Rings | Qty 2, 3/4" D-Rings |
| Chipper Bar | Chipper Bar Not Required |
| Rear Tow Hook | 44K Lb Pair Installed Rear |
| PDP Mount Location | PDP Mounted On Back Wall |
| Misc Electrical Supplies | Misc Electrical Supplies Required |
| GPS System | GPS System Not Required |
| Pavement Temp Sensor | Included With Hydraulics Package |
| USC Light Package | Not Required |
| Grille Light(s) | Grille Lights Not Required |
| Camera System | Camera System Not Required |
| Wiper(s) | Wiper Not Required |
| Switchbox | No Switch Box Necessary |
| License Plate Lights | Tailgate Mount License Plate Bracket Installed |
| Brake Controller | Brake Controller Not Required |
| Body Up Switch/Light | Proximity Switch/Bracket/Harness |
| Back Up Alarm Bracket | Back Up Alarm Bracket Installed |
| Back Up Alarm | 97 Decibel |
| Roof Beacon Light | Not Required |
| Worklight Quantity | Not Required |
| Roof Spotlight | Not Required |
| Mirrors | Not Required |
| Driving Lights | Driving Lights Not Required |
| Plow Lights Brackets | Stainless Steel, Freightliner, Western Star/Other, Pair |
| Plow Lights | Job Specific Plow Light Kit |
| Dump Body Rear Lighting | 3 Each Side |
| Dump Body Light Box | Not Required |
| Position 3 from Bottom Strobe Color | 2 Amber Strobes |
| Rear Bolster Light Position 3 from Bottom | Strobe |
| Rear Bolster Light Position 2 from Bottom | Backup |
| Rear Bolster Light Position 1 from Bottom | Stop/Tail/Turn |
| Dump Body Side Bolster Lighting | 2.5" Round (Red) |
| Dump Body Rub Rail Lighting | No Rub Rail Lighting |
| Cabshield Front Light Quantity | 2 Forward Facing Light Holes |
| Cabshield Rear Facing Light Type | (2) Stop/Tail/Turn Lights |

| | |
|---|---|
| Cabshield Rear Facing Light Quantity | **2 Rear Facing Light Holes** |
| Cabshield Side Facing Strobe Color | **Amber 6" Strobes** |
| Cabshield Side Facing Light QTY | **Side Facing Light Pair** |
| Cabshield Front Strobe Light Color | **Amber 6" Strobes** |
| Cabshield Beacon Light | **Cabshield Beacon Light Not Required** |
| Hydraulic System Source | **Henderson Supplied Hydraulic System** |
| Hydraulic System Manufacturer | **Force America** |
| Control Mount Location | **Floor Plate/Pedestal Mount Control** |
| Hydraulic Control Type | **Electric Controls** |
| PTO Type | **Included In Hydraulics** |
| Reservoir Type | **Reservoir Supplied With Hydraulics** |
| Hydraulic Package | **Full Hydraulic Package** |
| Quick Coupler Upgrade | **Standard QD Couplers** |
| Return Filter | **Supplied By Henderson Upfit** |
| Low Oil Indicator | **Supplied With Hydraulic Package** |
| High Temperature Oil Shutdown | **Supplied With Hydraulic Package** |
| Low Oil Shutdown | **Included With Hydraulic Package** |
| Valve Enclosure Mount Location | **Driver Side Valve Enclosure, Cradle Mount** |
| Valve Enclosure Size | **Supplied With Hydraulic Package** |
| Valve Enclosure Supplier | **Valve Enclosure Supplied w/ Hydraulics** |
| Stainless Steel Tubing | **SS Lines to Rear of Truck (Standard)** |
| Body Paint Type | **Natural Finish (SS Only)** |
| Clear Coat Finish | **No Clear Coat Finish Required** |
| Asphalt Lip Paint Type | **Natural Finish Asphalt Lip (SS Only)** |
| Undercoat | **No Undercoat Required** |
| Touch Up Paint | **No Additional Touch Up Paint** |
| **Special Request**<br>HENDERSON UPFIT SUPPLIED AND INSTALLED STEPS | REAR STEPS GO SIDE BY SIDE OVER REAR TIRE |
| **Special Request**<br>WOOD SIDE BOARDS SUPPLIED @ HENDERSON UPFIT, NO PAINT | 2x10x16 |
| **Special Request**<br>STAINLESS STEEL QUICK DISCONNECT MOUNT, IN RUB RAIL | MO DOT STYLE (3) SPREADER CONNECTION IN DS REAR RUBRAIL |
| **Special Request**<br>CHIPPER BAR NOT REQUIRED | Fab Chipper bar At IDC MO Shop FAB CHIPPER BAR AT IDC MO SHOP MATERIAL REF 11/27/2018 FOR PINTLE PLATE AND CHIPPER LOCATION. CHIPPER BAR SIMILAR TO 138910 BUT FOR Western star |
| **Special Request**<br>Stainless Steel,Freightliner/Western Star/Other,Pair | ADD 2) 166069 MACK KIT for plow lights. |
| **Special Request**<br>NO SWITCH BOX NECESSARY | ADD 4) 160017 B/U LIGHT |

| | |
|---|---|
| | ADD 4) 77260G GROMMET<br>ADD 4) HX23733A PIGTAILS<br>ADD 1) 162374 JUNCTION BOX<br>ADD 1) 164400 JUNTION BOX BRACKET |
| **Special Request**<br>RR FCE CS LT:(2) STT | Cabshield rear lights to be amber ILO STT. |
| **Special Request**<br>FORCE AMERICA | QT001-2046461-1 |
| **Special Request**<br>INCLUDED IN HYD | ADD 1) 174063.201 PTO BRACKET<br>ADD 1) 182283 2In. HOSE BARB ADD 1) 182360 1.5In. ELBOW |
| **Special Request**<br>RESERVOIR SUPPLIED WITH HYDRAULICS | Installation Note: Reservoir will be cradle mounted on extended hoist cradle. |

**Original Package Price:** $130,142.00

**Total Package with applicable NPPGov Discount:** $108,235.23

**Freight:** $408.00

**Package (s):** 3

**Total:** $325,113.69

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Henderson offers a deposit programe with additional discounts. Please contact your Henderson sales representative for more details.

All terms and conditions apply. Terms of Sale Document available at http://www.hendersonproducts.com/assets/Terms_of_sale.pdf

**Signed:**_____ **Date:**_____

**Quote notes:**

392-2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C001164 (CS260027004) – Remote Interpreting and Translating Services – Term and Supply – Corporate Translation Services, LLC dba Language Link. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

5

# Boone County Purchasing

**Brayam Jimenez**
Buyer

5551 S. Tom Bass Rd.
Room 206
Columbia, MO 65201
Phone: (573) 886-4392
bjimenez@boonemo.gov

---

**MEMORANDUM**

TO: Boone County Commission
FROM: Brayam Jimenez
DATE: July 29, 2026
RE: ***Cooperative Contract Award*** *– C001164 from CS260027004 – Remote Interpreting and Translating Services – Term & Supply with Corporate Translation Services, LLC dba Language Link*

The Boone County Purchasing Department requests permission to utilize the State of Missouri Cooperative Contract #CS260027004 – Remote Interpreting and Translating Servies – Term & Supply with Corporate Translate Services, LLC dba Language Link.

The Boone County contract number is C001164. This is a County Wide Term & Supply Contract.

cc: County Wide – Purchasing Committee
Contract File

Denny Hoskins
Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

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# Limited Liability Company Details as of 7/29/2026

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.

RETURN TO SEARCH RESULTS | Create Filing: Amended Certificate of Registration of a Foreign LLC | FILE ONLINE | ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

| | | | |
|---|---|---|---|
| Name | CORPORATE TRANSLATION SERVICES, LLC | Principal Office Address | 701 NE 136th Ave<br>SUITE 200<br>Vancouver, WA 98684-0037 |
| Type | Limited Liability Company | Charter No. | FL001690530 |
| Domesticity | Foreign | Home State | DE |
| Registered Agent | INCORP SERVICES, INC.<br>1531 E Bradford Pkwy<br>Ste 200<br>Springfield, MO 65804-6564 | Status | Active |
| Date Formed | 12/30/2021 | | |
| Duration | Perpetual | | |

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Commission Order # 392-2026

# PURCHASE AGREEMENT
# For
# REMOTE INTERPRETING AND TRANSLATING SERVICES - TERM AND SUPPLY

**THIS AGREEMENT** dated the 11 day of August 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corporate Translation Services, LLC, dba Language Link** herein "Vendor."

**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 this Purchase Agreement for a term and supply contract for **Remote Interpreting and Translating Services** compliant with all bid specifications and any addendum issued for the State of Missouri Contract **CS260027004** using NASPO Valuepoint contract #40-00000-24-0076AD 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, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the State of Missouri contract **CS260027004** shall prevail and control over the vendor's bid response or Contractor's quote forms.

2. ***Contract Duration*** - This agreement shall commence on **the date of award and extend through July 28, 2027** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **three (3) additional one year renewal periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a total of six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. ***Purchase*** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Remote Interpreting and Translating Services as described in contract CS260027004. Services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. ***Delivery*** - Vendor agrees to deliver services in accordance with the terms, requirements and conditions of contract CS260027004.

5. ***Billing and Payment*** - All billing shall be invoiced to the respective Boone County ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices 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 Vendor, 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.

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6. ***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.

7. ***Entire Agreement*** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Boone County Facilities Management Department using the same formality as this agreement.

8. ***Termination*** - This agreement may be terminated by the County upon thirty calendar 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.

**CORPORATE TRANSLATION SERVICES, LLC, dba LANGUAGE LINK**

by Signed by: 492E26EC19E4424...

title Chief Customer Officer

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

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

APPROVED AS TO FORM:

DocuSigned by: 7DZ1D5AEB9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

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

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

| Signature | Date | Appropriation Account |
|---|---|---|
| DocuSigned by: Kyle Rieman by HA EB91DB24AAAC49D... | 7/30/2026 | County-Wide Term and Supply: No encumbrance required |

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# 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 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.

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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*

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# NOTICE OF AWARD

**State Of Missouri**
**Office Of Administration**
**Division Of Purchasing**
**PO Box 809**
**Jefferson City, MO 65102-0809**
http://oa.mo.gov/purchasing

| CONTRACT NUMBER | CONTRACT TITLE |
|---|---|
| CS260027004 | Statewide Remote Interpreting and Translating Services (NASPO) |
| | **CONTRACT PERIOD**<br>July 5, 2026 through July 28, 2027 |
| **REQUISITION/REQUEST NUMBER**<br>N/A | **MissouriBUYS SYSTEM ID/MOVERS SUPPLIER ID NUMBER**<br>MB00078278 / 1004252 |
| **CONTRACTOR NAME AND ADDRESS**<br>Corporate Translation Services, LLC dba Language Link<br>1417 SE Rasmussen Boulevard, Suite 101<br>Battle Ground, WA 98604 | **STATE AGENCY'S NAME AND ADDRESS**<br>State of Missouri<br>Various Agency Locations |

**ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**

In accordance with section 34.046, RSMo, contract CS260027004 between the State of Missouri and Corporate Translation Services, LLC. dba Language Link is hereby awarded by the State of Missouri consisting of the attached documentation as specified in section 4.1 of the attached Cooperative Contract Procurement document with the exception of Artificial Intelligence (AI).

| BUYER | BUYER CONTACT INFORMATION |
|---|---|
| Matthew Hoelscher | Email: matthew.hoelshcer@oa.mo.gov<br>Phone: (573) 751-2056 Fax: (573) 526-9816 |
| **SIGNATURE OF BUYER** | **DATE** |
| | 06/26/2026 |

**DIRECTOR OF PURCHASING**

Stacia L. Dawson

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**XII. ATTACHMENTS.** This Participating Addendum includes the following attachments:

a. Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
b. State of Missouri Contract CS260027004, including Attachments 1 through 4
c. Participating Addendum

**XIII. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Brian LeVene
naspo@language.link
360-587-1501

For Participating Entity:

Matthew Hoelscher
Procurement Analyst
Matthew.Hoelscher@oa.mo.gov
573-751-2056

**XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

| **CONTRACTOR:** | **PARTICIPATING ENTITY:** |
|---|---|
| Michael Bearden<br>Michael Bearden (Jun 9, 2026 07:35:17 PDT) | Stacia Dawson |
| **Signature** | **Signature** |
| Michael Bearden | Stacia Dawson |
| **Printed Name** | **Printed Name** |
| CCO | Director |
| **Title** | **Title** |
| | June 25, 2026 |
| **Date** | **Date** |

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# State of Missouri

Office of Administration, Division of Purchasing

## Cooperative Contract (COOP) for Statewide – Remote Interpreting and Translating Services (NASPO)

| | |
|---|---|
| **COOP CONTRACT NUMBER NO.:** | **CS260027004** |
| **COOP CONTRACT ISSUED ON BEHALF OF:** | **State of Missouri**<br>**Various Agency Locations** |
| **CONTRACTOR NAME AND ADDRESS:** | **Corporate Translation Services, LLC dba Language Link**<br>**1417 SE Rasmussen Boulevard, Suite 101**<br>**Battle Ground, WA 98604** |
| **ISSUE DATE:** | |
| **CONTRACT PERIOD:** | **July 5, 2026 through July 28, 2027** |
| **REQUISITION NO.:** | **N/A** |

## REQUESTED RESPONSE DATE:

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

**COOP CONTACT INFORMATION:**

**BUYER:** Matthew Hoelscher
**PHONE NO.:** (573) 751-2056
**EMAIL:** matthew.hoelscher@oa.mo.gov

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

State of Missouri
Various Agency Locations

| | | | |
|---|---|---|---|
| **Vendor's Organization Name:** | **Corporate Translation Services, LLC DBA Language Link** | | |
| **MissouriBUYS Supplier Number:** | | | |
| **Point of Contact:** | **Nathaniel Hehl** | | |
| **Phone Number:** | | **Email Address:** | **Nathaniel.Hehl@biglanguage.com** |
| **Mailing Address:** | **1417 SE Rasmussen Blvd, Suite 101, Battle Ground, WA 98604.** | | |
| **City/State/Zip:** | **Battle Ground, WA, 98604.** | | |
| **Vendor Tax Filing Type with IRS (check one):** | ☐ Corporation ☐ Individual ☐ State/Local Government ☒ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt | | |
| **What date did the vendor's organization begin operation?** | Date: / /<br>MM/DD/YYYY | | |

*The Contractor hereby agrees to provide the services and/or supplies described in the attached* **NASPO ValuePoint** *Contract #***40-00000-24-00076AD** *for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.*

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| **Authorized Signature** | **Date** 06/17/2026 |
|---|---|
| Michael Bearden<br>Michael Bearden (Jun 17, 2026 07:47:37 PDT) | |
| **Printed Name**<br>Michael Bearden | **Title**<br>CCO |

**ATTENTION:**

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must achieve "**Approved" registration status** in MissouriBUYS (WebProcure/Proactis) and **"Spend Authorized" registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

**Cooperative Contract Organization:**

| | | |
|---|---|---|
| COOP Sections | Section 1 | Introduction and Background Information Section |
| | Section 2 | Scope of Work Section |
| | Section 3 | Terms and Conditions Section |
| | Section 4 | General Contractual Requirements Section |
| | Section 5 | Vendor Submission and Award Information Section |
| COOP Vendor Response Exhibits | Exhibit A | Response Submittal Checklist |
| | BUSINESS COMPLIANCE EXHIBITS | |
| | Exhibit B | State of Missouri Tax Compliance |
| | Exhibit C | Registration of Business Name with the Missouri Secretary of State |
| | Exhibit D | Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization |
| | Exhibit E | Anti-Discrimination Against Israel Act Certification |
| | Exhibit F | Services Outside the United States |
| | Exhibit G | Employee/Conflict of Interest |
| | Exhibit H | Federal Funding Unique Identity ID |
| COOP Attachments | **Attachments (Separate Documents) (Do not return these documents with response)** | |
| | Attachment 1 | Missouri Statewide Quarterly Admin. Fee Instructions and Report |
| | Attachment 2 | Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report |
| | Attachment 3 | Business Associate Agreement |
| | Attachment 4 | Federal Funds Requirements |

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## 1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

### 1.1 Introduction:

1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of remote interpreting and translating services as set forth herein for State of Missouri (hereinafter referred to as "state agency") in accordance with the requirements, provisions, and pricing specified herein.

### 1.2 Cooperative Contract Authority:

1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

### 1.3 General Instructions and Requirements:

1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

### 1.4 Glossary of Terms and Acronyms:

1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any amendment thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
b. **Amendment** means a written, official modification to a contract.
c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Buyer** means the procurement staff member of Purchasing.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **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.
g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.

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m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Supplier** has the same meaning as the word, vendor.
r. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

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## 2. SCOPE OF WORK SECTION

### 2.1 General Requirement:

2.1.1 The contractor shall perform remote interpreting and translating services specified by the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to the NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the NASPO ValuePoint such as background information, statistical/factual information, etc.

### 2.2 Not Applicable Provisions:

2.2.1 The contractor shall understand and agree the following provisions are not applicable and are hereby removed from the contract/hereby modified as follows:

a. Artificial Intelligence (AI) services

### 2.3 Cooperative Procurement Program:

2.3.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or 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 Technical Services Act (section 67.360, RSMo, which is available on the internet at: https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing.

### 2.4 Missouri Statewide Contract Quarterly Administrative Fee:

2.4.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.4.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.4.3 Payments shall be made using one of the following acceptable payment methods:

a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

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b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.4.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**2.5 Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.5.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.5.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. Fax: (573) 526-9815
c. Email: ereports@oa.mo.gov

2.5.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

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**2.6 Missouri Statewide Contract Quarterly Usage Report:**

2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

| Data Element | Description |
|---|---|
| Contractor Name | Contractor name as it appears on the contract. |
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone Number | Phone number for the person completing the report. |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2** which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage

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Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**2.7 Electronic Funds Transfer, Invoicing, and Payment Requirements:**

2.7.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.7.2 Invoicing: The contractor shall submit invoices in accordance with the provisions of the governmental entity's contract this cooperative contract is established. The contractor shall perform the services prior to invoicing the state agency, unless the governmental entity's contract this cooperative contract is established allows for payment in advance.

a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address that is provided by the state agency:

b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.

d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

f. The contractor shall include the following certification statement on any invoice submitted to the Department of Health and Senior Services:

1) "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

2.7.3 Payment:

a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

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c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

d. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

******END OF SCOPE OF WORK SECTION******

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## 3. TERMS AND CONDITIONS SECTION

### 3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

### 3.2 Non-Discrimination and Affirmative Action:

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

### 3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

### 3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit E, Anti-Discrimination Against Israel Act Certification**.

### 3.5 Authorized Personnel/E-Verify:

3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.

3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal

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**3.6 Business Associate Provisions:**

3.6.1 Some of the state agencies and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein. The contractor shall abide by a Business Associate Agreement. The state's current Business Associate provisions are contained in **Attachment 3**. The final form and content of any required business associate agreement shall be mutually agreed upon by the state and the contractor after award.

**3.7 Business Registration:**

3.7.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

**3.8 Data Breach:**

3.8.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

**3.9 Elected or Appointed Officials and Employees:**

3.9.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**3.10 Indemnification:**

3.10.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

**3.11 Legal Proceedings:**

3.11.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.11.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.11.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

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**3.12 Federal Funds Requirements:**

3.12.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 4** or other requirements identified by the federal government.

**3.13 Invoicing and Payment:**

3.13.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

**3.14 Non-Appropriation of Funds:**

3.14.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the state for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.

**3.15 Work Outside the United States:**

3.15.1 Unless work outside the United States is prohibited by the cooperative contract, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

**3.16 Open Records:**

3.16.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

**3.17 Prison Rape Elimination Act (PREA) Requirements:**

3.17.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

3.17.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

3.17.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

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3.17.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

3.17.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

3.17.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

3.17.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

**3.18 Record Access:**

3.18.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

**3.19 Taxes:**

3.19.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*******END OF TERMS AND CONDITIONS SECTION*******

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## 4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

### 4.1 Contract Definition:

4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:

a. The Division of Purchasing's acceptance of the response by "notice of award";
b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Corporate Translation Services, LLC dba Language Link;
c. The attached Participating Addendum between the State of Missouri and Corporate Translation Services, LLC dba Language Link;
d. The attached contract #40-00000-24-00076AD signed by the NASPO ValuePoint, as amended by contract amendment(s); and
e. The attached solicitation number 40-00000-24-0076 issued by the NASPO ValuePoint.

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The contractor shall agree to furnish the services specified in the contract, at the prices quoted therein.

4.1.4 State agency may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

### 4.2 Contract Amendment:

4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

### 4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

### 4.4 Criminal Justice Information Systems (CJIS) Security Awareness (For Department of Corrections Only):

4.4.1 Criminal Justice Information is any information collected by the Federal Bureau of Investigation (FBI), Missouri State Highway Patrol (MSHP), and other criminal justice entities and includes personally identifiable information. It includes all information viewed directly from state and federal systems and also data obtained from those sources.

a. The contractor shall understand and agree all Criminal Justice Information is sensitive information and is privileged.

b. If the contractor acquires any Criminal Justice Information by virtue of the performance of the contract, regardless of the method of acquisition, the contractor shall not use or disseminate the information in any form.

c. The contractor must not, at any time, directly or indirectly, disclose any Criminal Justice Information learned during the performance of the contract prosecution.

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d. Unauthorized access, use, or dissemination of Criminal Justice Information System (CJIS) data is unlawful, and may result in the imposition of administrative sanctions and/or state/federal criminal penalties. If the contractor has information to indicate this has occurred, the contractor must report it to the state agency.

e. Misuse of official information is a Class A Misdemeanor. RSMO, section 576.050.2 states, "A person commits the offense of misuse of official information if he or she recklessly obtains or discloses information from the Missouri uniform law enforcement system (MULES) or the National Crime Information Center System (NCIC), or any other criminal justice information sharing system that contains individually identifiable information for private or personal use, or for a purpose other than in connection with their official duties and performance of their job".

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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## 5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

### 5.1 Preparation of Response:

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

### 5.2 Compliance with Requirements, Terms and Conditions:

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

### 5.3 Confidentiality and Proprietary Materials:

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

a. Vendor's entire response;
b. Vendor's pricing;
c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

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**5.4 Foreign Vendor:**

5.4.1 A foreign vendor who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (https://missouribuys.mo.gov) website.

a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

b. A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (https://missouribuys.mo.gov) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

**5.5 Business Compliance Requirements:**

5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

a. **Business Compliance Exhibit B, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

b. **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

c. **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the vendor must affirm the vendor'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 vendor should complete applicable portions of **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

d. **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

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e. **Business Compliance Exhibit F, Services Outside the United States** - If any services offered under this cooperative contract are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the response.

**f. Business Compliance Exhibit G, Employee/Conflict of Interest –** Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.

g. **Business Compliance Exhibit H, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit H, Federal Funding Unique Identity ID**.

h. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

i. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

**5.6 Award:**

5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.

5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.

5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

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**EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST**

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

| No. | Description | Task Complete |
|---|---|---|
| 1. | Complete and sign the cover page**.** | ☒ |
| 2. | Complete **Business Compliance Exhibit B, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate. | ☒ |
| 3. | Complete **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.** | ☒ |
| 4. | Complete and sign **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required). | ☒ |
| 5. | Complete and sign **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.** | ☒ |
| 6. | Complete **Business Compliance Exhibit F, Services Outside the United States.** | ☒ |
| 7. | Complete **Business Compliance Exhibit G, Employee/Conflict of Interest.** | ☒ |
| 8. | Complete **Business Compliance Exhibit H, Federal Funding Unique Identity ID.** | ☒ |
| 9. | If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract). | ☐ |

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**BUSINESS COMPLIANCE EXHIBITS**

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance **Exhibit B**, State of Missouri Tax Compliance
- Business Compliance **Exhibit C**, Registration of Business Name with the Missouri Secretary of State
- Business Compliance **Exhibit D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance **Exhibit E**, Anti-Discrimination Against Israel Act Certification
- Business Compliance **Exhibit F**, Services Outside the United States
- Business Compliance **Exhibit G**, Employee/Conflict of Interest
- Business Compliance **Exhibit H**, Federal Funding Unique Identity ID

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**BUSINESS COMPLIANCE EXHIBIT B,**
**STATE OF MISSOURI TAX COMPLIANCE**

## STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

### How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

| **Instructions:** The vendor should complete the information below regarding their "Vendor No Tax Due" status. | |
|---|---|
| **"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)** | Yes ☒ No ☐ |
| **If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR** | Date: __/__/____ (MM/DD/YYYY) |

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**BUSINESS COMPLIANCE EXHIBIT C,**
**REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

**Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.

| | |
|---|---|
| Business Name | Corporate Translation Services, LLC DBA Language Link |
| Charter Number | FL001690536 |
| Proof of Good Standing Status Included | Yes ☒ No ☐ |
| If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State | Date: __/__/____ (MM/DD/YYYY) |

**Exemptions**

**Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

| **Section 351.572 RSMo Subsection 2. Exemption Description** | **Indicate if Exemption is Applicable (Check the appropriate box)** |
|---|---|
| (1) Maintaining, Defending, or Settling any Proceeding | ☐ |
| (2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs | ☐ |
| (3) Maintaining Bank Accounts | ☐ |
| (4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities | ☐ |
| (5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property | ☐ |
| (6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts | ☐ |
| (7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature | ☐ |
| (8) Transacting Business in Interstate Commerce | ☐ |
| Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive) | ☐ |

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**
**The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

| | |
|---|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/. |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

**Business entity,** as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, and contractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

***(Complete Box A if you are a non-business entity as defined above)***

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐- I am a self-employed individual with no employees; **OR**

☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this cooperative contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name (if applicable) | Date |

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# STATE OF MISSOURI

**Denny Hoskins**
**Secretary of State**

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***CORPORATE TRANSLATION SERVICES, LLC***

using in Missouri the name

***CORPORATE TRANSLATION SERVICES, LLC***
***FL001690536***

a DELAWARE entity was created under the laws of this State on the 30th day of December, 2021, and is in Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 4th day of June, 2026.

Denny Hoskins
Secretary of State

Certification Number: CERT-06042026-0054

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TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

CORPORATE TRANSLATION SERVICES INC.
701 NE 136TH AVE SUITE 200
VANCOUVER, WA 98684

06/09/2026

RE: MISSOURI TAX ID NUMBER: [redacted]
FEDERAL IDENTIFICATION NUMBER: [redacted]

Notice Number 2066642528

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

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TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666

Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

# VENDOR NO TAX DUE

CORPORATE TRANSLATION SERVICES INC.
701 NE 136TH AVE SUITE 200
VANCOUVER, WA 98684

DATE ISSUED: 06/09/2026
VALID THROUGH: 09/08/2026

MISSOURI TAX ID NUMBER: [redacted]
FEDERAL IDENTIFICATION NUMBER: [redacted]

The Missouri Department of Revenue certifies that based on the information provided,the above listed vendor and its affiliates are properly registered to collect and pay sales and use tax in compliance with Section 34.040.7, RSMo., and has fully filed and paid all tax due, including penalties and interest, and does not owe any sales or use tax, as of 06/09/2026.

This statement of no sales and use tax due is valid for 90 days from the date of issuance. This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

TAXATION DIVISION

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION, CONTINUED**

***(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that Corporate Translation Services, LLC DBA Language Link (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

DAVID PERLMAN
Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Corporate Translation Services, LLC
DBA Language Link
Business Entity Name

6/16/26
Date

DAVE.PERLMAN@BIGLANGUAGE.COM
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

☒- Enroll and participate in the E-Verify federal work authorization program (Website: https://www.e-verify.gov/; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

**AND**

☒- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

**AND**

☒- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION, CONTINUED**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Dave Perlman (Name of Business Entity Authorized Representative) as CEO (Position/Title) first being duly sworn on my oath, affirm Corporate Translation Services, LLC DBA Language Link (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Corporate Translation Services, LLC DBA Language Link (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

*Authorized Representative's Signature*

Dave Perlman
Printed Name

CEO
Title

6/16/26
Date

DAVE.PERLMAN@BIGLANGUAGE.COM
E-Mail Address

1861779
E-Verify Company ID Number

Subscribed and sworn to before me this 16th (DAY) Tuesday (MONTH, YEAR) of June, 2026. I am commissioned as a notary public within the County of Fulton (NAME OF COUNTY), State of Georgia (NAME OF STATE), and my commission expires on 3/4/2028 (DATE).

*Signature of Notary*

6/16/26
*Date*

JENNIFER BULGIN
Notary Public, Georgia
Cobb County
My Commission Expires
March 04, 2028

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION, CONTINUED**

***(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that _____(Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates 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 related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E**-Verify Employment Eligibility Verification page OR** a page from the **E-Verify Memorandum of Understanding (MOU)** listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A **current, notarized Affidavit of Work Authorization** (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:
_____

**Date** of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

| | |
|---|---|
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| Business Entity Name | Date |
| E-Mail Address | E-Verify MOU Company ID Number |

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

| | |
|---|---|
| Buyer | Date |

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**BUSINESS COMPLIANCE EXHIBIT E,**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

**Exceptions:** The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

**Certification** - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

| | |
|---|---|
| **BOX A**: | To be completed by any vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company." |
| **BOX B**: | To be completed by a vendor that meets the definition of "Company" but has less than ten employees. |
| **BOX C**: | To be completed by a vendor that meets the definition of "Company" and has ten or more employees. |
| **BOX D:** | To be completed by a vendor that meets the definition of a "Public Entity". |

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**BUSINESS COMPLIANCE EXHIBIT E,**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

## BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Entity Name | Date |

## BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name | Date |

## BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Corporate Translation Services, LLC DBA Language Link (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged 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 as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not 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 as defined in section 34.600, RSMo, for the duration of the contract.

| | |
|---|---|
| Michael Bearden<br>Authorized Representative's Name (Please Print) | Michael Bearden<br>Michael Bearden (Jun 17, 2026 07:47:37 PDT)<br>Authorized Representative's Signature |
| Corporate Translation Services, LLC DBA Language Link<br>Company Name | 06/17/2026<br>Date |

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**BUSINESS COMPLIANCE EXHIBIT E,**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

| **BOX D – PUBLIC ENTITY** | |
|---|---|
| I certify that Corporate Translation Services, LLC DBA Language Link (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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. | |
| Michael Bearden<br>Authorized Representative's Name (Please Print) | Michael Bearden<br>Michael Bearden (Jun 17, 2026 07:47:37 PDT)<br>Authorized Representative's Signature |
| Corporate Translation Services, LLC DBA Language Link<br>Company Name | 06/17/2026<br>Date |

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**BUSINESS COMPLIANCE EXHIBIT F,**
**SERVICES OUTSIDE THE UNITED STATES**

Pursuant to Executive Order 04-09 subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

| | | |
|---|---|---|
| Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit. | Yes ☐ | No ☒ |
| Identify the **name of the vendor** that would be performing services at a site outside the United States. | | |
| Describe the **services proposed to be performed** at sites outside the United States. | | |
| Identify **where the services would be performed** at sites outside the United States. | | |
| Identify when **(specific timeframe) in the life of the contract the services would be performed** at sites outside the United States. | | |
| Identify **why the services need to be performed** at sites outside the United States. | | |
| Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below. | Yes ☐ | No ☐ |

Mark the appropriate exemption below, and provide the requested details:

(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor.
- EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE:_____

(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country.
- IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____

(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state.
- EXPLAIN HOW:_____

(d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.
- IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: ___%

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**BUSINESS COMPLIANCE EXHIBIT G,**
**EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri 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 vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

| | |
|---|---|
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: | NA |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: | NA |
| Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | _____% |

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**BUSINESS COMPLIANCE EXHIBIT H,**
**FEDERAL FUNDING UNIQUE IDENTITY ID**

**Federal Debarment:** The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

**Unique Entity ID:** The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov/content/home to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

| | |
|---|---|
| **Vendor Name:**<br>**Corporate Translation Services, LLC DBA Language Link** | **Vendor's Unique Identity ID Number:**<br>**T55FNY4MCVN5** |
| **Parent Organization's Name:** | **Parent Organizations Unique Identity ID Number:** |

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# URGENT_NASPO_CTS

Final Audit Report 2026-06-17

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| By: | BIG Language Solutions (isa@ctslanguagelink.com) |
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# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

## ARTICLE I
## PURPOSE AND AUTHORITY

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

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

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

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

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

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify**,** including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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with all E-Verify policies and procedures.

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

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

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

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

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

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

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existing employees within 180 days after the election.

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

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

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

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

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

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

## D. RESPONSIBILITIES OF SSA

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

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

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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

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

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

## E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

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

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

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

### A. REFERRAL TO SSA

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

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

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

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

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

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

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## B. REFERRAL TO DHS

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

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

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## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

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

## ARTICLE V
## SYSTEM SECURITY AND MAINTENANCE

### A. DEVELOPMENT REQUIREMENTS

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

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

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

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

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

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

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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## B. INFORMATION SECURITY REQUIREMENTS

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

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

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

## C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

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

## D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

## E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

### F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

## ARTICLE VI
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

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

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

## ARTICLE VII
## PARTIES

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

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

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

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

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

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

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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Big Language Solutions (Employer) hereby designates and appoint ADP, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

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

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**Company ID Number:** 1215852 **Client Company ID Number:** 1861779

**Approved by:**

| | |
|---|---|
| **Employer**<br>Big Language Solutions | |
| Name (Please Type or Print)<br>eVerify Team WFN | Title |
| Signature<br>Electronically Signed | Date<br>07/30/2022 |
| **E-Verify Employer Agent**<br>ADP, Inc. | |
| Name (Please Type or Print)<br>eVerify Team WFN | Title |
| Signature<br>Electronically Signed | Date<br>07/30/2022 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>09/05/2022 |

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1215852 **Client Company ID Number:** 1861779

| **Information Required for the E-Verify Program**<br><br>**Information relating to your Company:** | |
|---|---|
| Company Name | Big Language Solutions |
| Company Facility Address | |
| Company Alternate Address | |
| County or Parish | |
| Employer Identification Number | [redacted] |
| North American Industry Classification Systems Code | |
| Parent Company | |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 1 site(s) |

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**Company ID Number:** 1215852 **Client Company ID Number:** 1861779

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

| | |
|---|---|
| GA | 1 |

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**Company ID Number:** 1215852 **Client Company ID Number:** 1861779

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

| | |
|---|---|
| Name | Dave Perlman |
| Phone Number | 7708832189 |
| Fax | |
| Email | dave.perlman@biglanguage.com |

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**Company ID Number:** 1215852

**Client Company ID Number:** 1861779

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

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# Participating Addendum
# for
# REMOTE INTERPRETING AND TRANSLATING SERVICES
# between
# State of Missouri
# and
# Corporate Translation Services, LLC dba Language Link

This Participating Addendum is entered into by [State of Missouri] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 40-00000-24-00076AD, executed by Contractor and the State of New Mexico ("Lead State") for Remote Interpreting and Translating Services ("Master Agreement"):

Corporate Translation Services, LLC dba Language Link ("Contractor")
1417 SE Rasmussen Blvd., Suite 101
Battle Ground, WA 98604

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Brian LeVene
naspo@language.link
360-587-1501

Participating Entity's contact for this Participating Addendum is:

Matthew Hoelscher
Procurement Analyst
Matthew.Hoelscher@oa.mo.gov
573-751-2056

**II. TERM.** This Participating Addendum is effective as of the date of the last signature below or as stated on the Notice of Award issued by the Division of Purchasing whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

**III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

**IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

**V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Services.** All services, except for Artificial Intelligence (AI), available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum, with the exception of Artificial Intelligence (AI).

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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

**VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Master Agreement Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

**VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

a. The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

b. Payments shall be made using one of the following acceptable payment methods:

1) Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

2) Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

c. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**VIII. Missouri Statewide Contract Quarterly Administrative Fee Report:** The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

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a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

b. The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

Fax: (573) 526-9815
Email: ereports@oa.mo.gov

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**IX. Missouri Statewide Contract Quarterly Usage Report:** The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

| Data Element | Description |
|---|---|
| Contractor Name | Contractor name as it appears on the contract. |
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone Number | Phone number for the person completing the report. |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |

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| Data Element | Description |
|---|---|
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either **utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included** herein in Attachment 2 which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) **calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days'** notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**X. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

**XI. INFORMATION TECHNOLOGY STANDARDS.** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 12101, et seq.

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**XII. ATTACHMENTS.** This Participating Addendum includes the following attachments:

a. Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
b. State of Missouri Contract CS260027004, including Attachments 1 through 4
c. Participating Addendum

**XIII. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Brian LeVene
naspo@language.link
360-587-1501

For Participating Entity:

Matthew Hoelscher
Procurement Analyst
Matthew.Hoelscher@oa.mo.gov
573-751-2056

**XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

| **CONTRACTOR:** | **PARTICIPATING ENTITY:** |
|---|---|
| Michael Bearden<br>Michael Bearden (Jun 9, 2026 07:35:17 PDT) | Stacia Dawson |
| **Signature** | **Signature** |
| Michael Bearden | Stacia Dawson |
| **Printed Name** | **Printed Name** |
| CCO | Director |
| **Title** | **Title** |
| | June 25, 2026 |
| **Date** | **Date** |

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## EXHIBIT 1

## MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. **Provide a description of the company's economic presence within the State of Missouri, including Missouri** employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

   _____

   _____

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CS260027004.

   _____

   _____

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

   _____

   _____

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:

   _____

   _____

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:

   _____

   _____

6. List all Missouri Service-**Disabled Veteran Business Enterprises (SDVE's) as listed at Website** https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information you will use in the provision of products and services under the contract:

   _____

   _____

   _____

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# Participating Addendum - Corporate Translation dba Language Link (1)

**Final Audit Report** 2026-06-09

| | |
|---|---|
| Created: | 2026-06-09 |
| By: | BIG Language Solutions (isa@ctslanguagelink.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAuorswxkGp9HdeRvnACnl8hAcWtoly1aQ |

## "Participating Addendum - Corporate Translation dba Language Link (1)" History

Document created by BIG Language Solutions (isa@ctslanguagelink.com)
2026-06-09 - 1:25:53 PM GMT- IP address: 4.246.122.90

Document emailed to michael.bearden@biglanguage.com for signature
2026-06-09 - 1:25:58 PM GMT

Email viewed by michael.bearden@biglanguage.com
2026-06-09 - 1:26:38 PM GMT- IP address: 3.86.31.122

Signer michael.bearden@biglanguage.com entered name at signing as Michael Bearden
2026-06-09 - 2:35:15 PM GMT- IP address: 67.49.105.152

Document e-signed by Michael Bearden (michael.bearden@biglanguage.com)
Signature Date: 2026-06-09 - 2:35:17 PM GMT - Time Source: server- IP address: 67.49.105.152 - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-09 - 2:35:17 PM GMT

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# State of New Mexico
# General Services Department
# State Purchasing Division

## Master Agreement Cover Page

**Awarded Vendor:**
**Corporate Translation Services, LLC**
**DBA Language Link**
**1417 SE Rasmussen Blvd., Suite 101**
**Battle Ground, WA 98604**

**Contact: Nathaniel Hehl**
**Email: naspo@language.link**
**Telephone No.: (360)-914-3503**

Agreement Number**:** **40-00000-24-00076AD**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **Per Master Agreement**

**Ship To:**
**As requested at time of order**

**Invoice:**
**Same as above**

Procurement Specialist**:** **Susan Inman** SI

Telephone No.**:** **505-795-5551**

Email: **susan.inman@gsd.nm.gov**

Title**:** **Remote Interpreting and Translating Services**

Term**:** **August 18, 2025 through July 28, 2027**

**The attached Master Agreement is made subject to the "terms and conditions" as indicated.**

**Attachment A: Scope of Work**

**Attachment B: Corporate Translation Services, LLC DBA Language Link Pricing**

**Corporate Translation Services, LLC DBA Language Link has been awarded the following service categories:**

**Over-the-Phone Interpreting (OPI)**
**Video-Remote Interpreting (VRI)**
**Document Translation**



NM

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# Master Agreement No. 40-00000-24-00076AD

THIS AGREEMENT for Temporary Employment Services is entered into by and between the **State of New Mexico, General Services Department** (hereinafter the "Lead State" or a "Participating Entity" and **Corporate Translation Services, LLC DBA Language Link** (hereinafter the "Contractor").

**Contractor Information:**
**Company Name: Corporate Translation Services, LLC DBA Language Link**
**Contact:** **Nathaniel Hehl**
**Address:** **1417 SE Rasmussen Blvd., Suite 101**
**Battle Ground, WA 98604**
**E-mail:** **naspo@language.link**
**Phone:** **(360)-914-3503**

**Awarded Categories:** **Over-the-Phone Interpreting (OPI)**
**Video-Remote Interpreting (VRI)**
**Document Translation**

## NASPO ValuePoint Master Agreement Terms and Conditions

### I. Definitions

**1.1** **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

**1.2** **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

**1.3** **Embedded Software** means one or more software applications which permanently reside on a computing device.

**1.4** **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**1.5** **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

**1.6** **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

**1.7** **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates

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administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

**1.8** **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**1.9** **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

**1.10** **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

**1.11** **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

**1.12** **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

**1.13** **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## II. Term of Master Agreement

**2.1** **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years in one (1) year increments, not to exceed five (5) years, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

**2.2** **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

**2.3** **End-of-Term Extension.** The Master Agreement may be extended for a reasonable period of time, not to exceed six (6) months, if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

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## III. Order of Precedence

**3.1** **Order.** Any Order placed under this Master Agreement will consist of the following documents:

**3.1.1** A Participating Entity's Participating Addendum ("PA");

**3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;

**3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

**3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

**3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

**3.2** **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**3.3** **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

## IV. Participants and Scope

**4.1** **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

**4.2** **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

**4.3** **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements

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to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

**4.4** **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

**4.5 Participating Entities.**

**4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

**4.5.1.1** Political subdivisions, public agencies, and service districts;

**4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

**4.5.1.3** Federally recognized tribes;

**4.5.1.4** Quasi-governmental entities; and

**4.5.1.5** Eligible non-profit organizations.

**4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

**4.6** **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's Proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

**4.7** **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

**4.8** **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not

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preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

**4.9** **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## V. NASPO ValuePoint Provisions

**5.1** **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

### 5.2 Administrative Fees

**5.2.1** **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a contractor's response to the Lead State's solicitation.

**5.2.2** **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### 5.3 NASPO ValuePoint Summary and Detailed Usage Reports

**5.3.1** **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

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**5.3.2 Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

**5.3.3 Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

**5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

**5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

## 5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

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**5.4.2** **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

**5.4.3** **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

**5.4.4** **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

**5.4.5** **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

### 5.5 NASPO ValuePoint eMarketPlace

**5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

**5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

**5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

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**5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

**5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

**5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

**5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

**5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

**5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

**5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

**5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

**5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

**5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

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**5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

**5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

**5.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

**5.5.11.3.3** eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

**5.5.12** Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

**5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

**5.5.12.2** A Lead State contract identification number for this Master Agreement;

**5.5.12.3** Detailed product line item descriptions;

**5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and

**5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.

**5.6 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This

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subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

**5.7** **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

**5.8** **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## VI. Pricing, Payment & Leasing

**6.1** **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

**6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.

**6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date.

**6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

**6.1.4** No retroactive adjustments to prices or rates will be allowed.

**6.2** **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

**6.3** **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## VII. Ordering

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**7.1** **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

**7.2** **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

**7.3** **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

**7.4** **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

**7.5** **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

**7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

**7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

**7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

**7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

**7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

**7.6** **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

**7.6.1** The services or supplies being delivered;

**7.6.2** A shipping address and other delivery requirements, if any;

**7.6.3** A billing address;

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**7.6.4** Purchasing Entity contact information;

**7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

**7.6.6** A not-to-exceed total for the products or services being ordered; and

**7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

**7.7** **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

**7.8** **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## VIII. Shipping and Delivery

**8.1** **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

**8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

**8.2** **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

**8.3** **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

**8.4** **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

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## IX. Inspection and Acceptance

**9.1** **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

**9.2** **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

**9.3** **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

**9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

**9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

**9.4** **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

**9.5** **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

**9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

**9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

**9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

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**9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

**9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## X. Warranty

**10.1** **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

**10.2** **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

**10.3** **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

**10.4** **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**10.5** **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

## XI. Product Title

**11.1** **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

**11.2** **Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**11.3** **License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

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## XII. Indemnification

**12.1** **General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

**12.2** **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

**12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**12.2.1.2** specified by the Contractor to work with the Product;

**12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**12.2.1.4** reasonably expected to be used in combination with the Product.

**12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

**12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

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**12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

## XIII. Insurance

**13.1** **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

**13.2** **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

**13.3** **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

**13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

**13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

**13.4** **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

**13.5** **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

**13.6** **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

**13.7** **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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**13.8** **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

## XIV. General Provisions

### 14.1 Records Administration and Audit

**14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

**14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### 14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

**14.2.1** **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

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**14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**14.2.2** **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

**14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

**14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

**14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance,

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audits, and evidence of the performance of this Master Agreement.

**14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

**14.2.6** **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

**14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

**14.4** **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's Proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's Proposal.

**14.5** **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

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understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

**14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

**14.8 Defaults and Remedies**

**14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

**14.8.1.1** Nonperformance of contractual requirements;

**14.8.1.2** A material breach of any term or condition of this Master Agreement;

**14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

**14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

**14.8.1.5** Any default specified in another section of this Master Agreement.

**14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

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**14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

**14.8.3.1** Any remedy provided by law;

**14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

**14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

**14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

**14.8.3.5** Suspension of Contractor's performance; and

**14.8.3.6** Withholding of payment until the default is remedied.

**14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead

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State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**14.12 Governing Law and Venue**

**14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

**14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and

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payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: Dan Nelson Date: 8/18/2025
Dan Nelson, President
Corporate Translation Services, LLC DBA Language Link

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

BTIN: All services are provided out-of-state

**NOTE**: **Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.**

By: Ann Marie Lucero Date: 8/18/2025
Taxation & Revenue Department

This Agreement has been approved by the State Purchasing Agent:

By: Dorothy Mendonca Date: 8/18/2025
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

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# Remote Interpreting and Translating Services
# Master Agreement 40-00000-24-00076AD
# Corporate Translation Services, LLC DBA Language Link
# Attachment A
# Scope of Work

**PLEASE NOTE**: Corporate Translation Services, LLC DBA Language Link was awarded all three service categories: **Over-the-Phone Interpretation, Video Remote Interpretation**, and **Document Translation**.

## I. OVERVIEW AND DEFINITIONS

### A. OVERVIEW

Contractor shall provide 365 days a year/7-days a week/24-hours a day On-Demand Remote Interpreting, Over-the-Phone Interpretation (OPI), Video Remote Interpretation (VRI), and/or Document Translation services on an "as needed" basis for Limited English Proficient (LEP) clients needing an immediate interpreter or translation assistance and must meet or exceed the minimum requirements set forth in Section II "Technical Requirements."

Services are anticipated to be utilized in a number of different government settings, including but not limited to, Education, Emergency, Holiday, Health, Medical, Legal, Human Services Departments, Higher Education, K-12, and Court Systems, to assist government entities in meeting the needs of LEP clients who are physically in the government office or call in by phone for assistance.

### B. DEFINITIONS

1. **"Authorized Purchaser"** means an individual authorized by a Participating Entity to place orders against this Master Agreement.
2. **"Document Translation"** means the act of rendering a written communication from one language to another.
3. "General Services" , as it relates to OPI, VRI, and Document Translation pricing, includes but is not limited to Interpreting/Translating services that are not confined to any specific department or function and are applicable to an entire organization's needs. These could include services for different economic financial programs, childcare services, employment services, refugee resettlement services, etc. These could also include services for education, including but not limited to K-12, Higher Education classroom settings, study group settings, or conference meetings with parents, school administrators, and/or other educators.
4. **"Interpretation Services" ("Interpreter" "Interpreting")** means the process of first fully understanding, analyzing, and processing a spoken or signed message and then faithfully rendering it into another spoken or signed language.
5. **"LEP – Limited English Proficient Clients"** means Clients who are unable to speak English, uncomfortable speaking English, or whose English is not clearly understood.
6. "Legal", as it relates to OPI, VRI, and Document Translation pricing, includes but is not limited to Interpreting/Translating for all branches of courts, law enforcement officers, hearings, or any additional legal services that require interpretation or

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translation needs at any level of the law. Interpreters/Translators must be able to break any language barriers to ensure accurate communication between court personnel and the citizen.

7. **"Mandatory"** – the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's Proposal as non-responsive to this Request for Proposals.
8. "Medical", as it relates to OPI, VRI, and Document Translation pricing, Interpreters/Translators must be able to handle specific encounters and issues related to medical translation. Interpreters/Translators must be able to break any language barriers to ensure accurate communication between medical professionals and patients. They must provide technical precision to not add, delete or substitute any information.
9. **"Most frequently used languages"** means Spanish, American Sign Language (ASL), The Top 12 languages on Attachment P, and frequently used languages within each Participating State to be identified on each State's Participating Addendum.
10. **"Over the Phone Interpreting"** or OPI means off-site interpreting services provided via telephone.
11. **"Participating Entity"** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
12. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
13. **"Purchasing Entity (PE)"** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
14. **"Request for Proposals (RFP)"** means this request for Proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
15. **"Staff"** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
16. **"Translation Services" ("Translator" "Translating")** means working with the written word, converting text from a source language into a target language. This is far more than replacing one word with another. The translator must also convey the style, tone, and intent of the text while taking into account differences of culture and dialect.
17. **"Video Remote Interpreting (VRI)"** means off-site interpreting services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth.

## II. TECHNICAL REQUIREMENTS

Contractor shall meet the following Technical Requirements for OPI, VRI, and/or Document Translation Services:

### A. EXPERIENCE OF THE CONTRACTOR

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1. Contractor must have at least two years of experience in providing the services offered in its Proposal (OPI, VRI, and/or Document Translation Services) to state or local government entities on a 365-days a year, 7-days a week, 24 hours a day basis.
2. If the Proposal includes OPI, the Contractor must currently be providing an average of at least 100,000 minutes of OPI Service calls per month within the past year.
3. If the Proposal includes VRI, the Contractor must currently be providing an average of at least 10,000 minutes of VRI ASL Service calls per month within the past year.
4. If the Proposal includes Document Translation, Contractor must be able to provide quality, error-free document translation services on a large scale and have the ability to perform and/or fulfill multiple, high-volume simultaneous document translation requests for service from multiple States at one time.
5. If the Proposal includes VRI, Contractor must ensure the equipment utilized must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication. VRI equipment must produce a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of their body position. VRI must also provide a clear, audible transmission of voices. Virtual platform used should be commercially available (WebEx, Zoom, Microsoft Teams, Google Meet, etc.) and will be at no cost to the participating entity. Proprietary systems or platforms can be considered only if no additional terms and conditions are necessary and if there is no additional cost.

**B. EQUIPMENT AND FACILITY**

1. Contractor must have all necessary equipment installed and functioning at the time of Offer submittal to provide the services required in the Master Agreement.
2. For OPI, Contractor must have telephone equipment with:
    a. Expansion capabilities to accommodate an increase in call volume, as needed; and
    b. A clear, audible transmission of voices.
3. For VRI, Contractor must have communication equipment with:
    a. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
    b. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
    c. A clear, audible transmission of voices; and
    d. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

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e. Contractor's communication system and/or VRI equipment must be capable of collecting the detailed call traffic information needed to produce the reports and invoice details required by the Master Agreement.

4. Interpreter/Translator Location

   a. OPI and VRI services must be performed within the United States. Home-based offices are allowed for use only if the home-based office space which provides a professional, uninterrupted, quiet space from which the work will be conducted.

   b. Document Translation services for Spanish, the Top 12 languages (Attachment P), and Tigrinya must be performed within the United States. Translators may be located at a home-based office.

5. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas

   Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to Master Agreement cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this Master Agreement if conducted in a moving vehicle when the interpreter is the driver. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.

## III. MASTER AGREEMENT DELIVERABLES

### A. LANGUAGES

1. Contractors providing OPI, VRI, and Document Translation Services must be able to provide (at a minimum) all languages/dialects listed in Attachment P.

   a. ASL is excluded from this requirement for OPI and Document Translation.

2. All interpreters and translators must provide quick, courteous responses with accurate interpretation/translation.

3. Interpreter/Translator Subject Matter Knowledge and Licensing/Certification Requirements

To the extent possible and in accordance with applicable licensing, certification, and specific Participating Entity requirements, the Interpreter/Translator should understand the subject matter for which they are providing services. Contractor must ensure that the

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Interpreter or Translator provided is properly licensed and/or certified to perform the services requested, pursuant to Purchasing Entity requirements; including but not limited to medical and/or legal interpreting/translating.

At any time, a Purchasing Entity may request from a Contractor copies of applicable licenses and/or certifications held by the Contractor and/or Interpreter/Translator. The Contractor shall promptly provide all the requested documentation, including but not limited to prior to the service being rendered, within three (3) business days of the request, etc.

**B. CONNECTION for OPI (Category 1)**

**1.** Contractor shall be available to provide OPI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.

**2.** On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.

**3.** On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.

**4.** If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

| **If percentage of Spanish is:** | **Connective time will be:** |
|---|---|
| 70-75% | 90% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified |
| 60-69% | 85% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified |
| Less than 60% | 80% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified |

5. In the event interpretation service for Spanish, the Top 12 languages (Attachment P), and Tigrinya does not begin within 60 seconds of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, the Top 12 languages (Attachment P), and Tigrinya results in a customer being told "no interpreter is available," the Contractor will provide the Participating Entity with a credit equal to the

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cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

6. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

7. Contractor must comply with all current or future FCC regulations. Link provided https://www.fcc.gov/vrs

**C. CONNECTION for VRI (Category 2)**

1. Contractor must provide VRI services using videoconferencing technology and equipment through safe and secure platforms and a high-speed internet connection with sufficient bandwidth. In a professional setting, Contractor may use any type of computer setup with a webcam and microphone or, in some cases, a videoconferencing app.

2. Contractor shall be available to provide VRI Services from 7:00am to 7:00pm Local Time for the Purchasing Entity time zone.

3. On average per month, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant, but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.

4. On average per month, calls must be connected to an Interpreter at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.

5. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30-second response time will be adjusted as follows:

| **If percentage of Spanish is:** | **Connective time will be:** |
|---|---|
| 70-75% | 90% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified |
| 60-69% | 85% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified |
| Less than 60% | 80% of all calls must be connected to an Interpreter within 30 seconds, after the client's language being identified |

6. In the event interpretation service for Spanish, the Top 12 languages (Attachment P), and Tigrinya does not begin within 60 seconds of the client's language being identified, the

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customer shall not be charged for any interpretation services provided for the duration of the call.

In the event interpretation service for ASL (Attachment P) does not begin within three (3) minutes of the client's language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, ASL, the Top 12 languages (Attachment P), and Tigrinya results in a customer being told "no interpreter is available," the Contractor will provide the Participating Entity with a credit equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs.

The above credits will be assessed monthly by the Contractor and must be itemized and deducted from the appropriate monthly invoice total.

7. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

8. Contractor must comply with all current or future FCC regulations, including, but not limited to, VRI connection times. Link provided https://www.fcc.gov/vrs

**D. DOCUMENT TRANSLATION SERVICES (Category 3)**

1. Contractor must provide Document Translation Services for all languages listed in Attachment P and the languages the Contractor provided as submitted in Section VI.G.iv of Attachment H – Offeror Response Worksheet of the Contractor's Proposal. The Contractor shall provide Document Translation Services from English to source language and/or source language translation to English.

2. Contractor will provide review, editing, and proofreading services for previously translated documents.

3. Contractor will manage document translations electronically.

4. Contractor will be capable of receiving source language documents by e-mail or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by e-mail or other electronic means. Contractor shall provide electronic confirmation upon document receipt within one business day.

5. Completed orders must be returned electronically, preferably by email, to the address specified in the request. If the resulting document is too large to be transmitted via email or in a compressed format and the Purchasing Entity does not want the file broken up and sent via multiple emails, documents will be accepted on a Read/Write CD or DVD, or a flash drive. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by Purchasing Entity only when pre-approved and as a result of the request.

6. Translators must translate the written word accurately and in the same spirit and style as it appears in the original text. Translators must ensure accuracy of nuances, subject-

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matter detail and retain fluency. The Contractor must also provide translated materials that meet the following requirements:

a. accurate content

b. correct spelling

c. correct grammar

d. correct language structure (while remaining faithful to English content)

e. appropriate manner for the target audience, taking into consideration:

i. reading level

ii. culturally appropriate terminology & content

iii. clarity of message (easy-to-read)

iv. regional dialect and idiomatic differences

7. Contractor must supply at least two qualified linguists for each translation project, one serving as a translator and the other as an editor.

8. **Turnaround Time for Document Translation Services.**

a. For all source documents requiring translation from one language to another, standard document translations shall be completed within the following turnaround time set in business days:

| **Standard Translation** | **Turnaround Time (Business Days)** |
|---|---|
| Fewer than 1,000 Words | 2 days |
| 1,001-2,500 Words | 5 days |
| 2,501- 7,500 Words | 7 days |
| More than 7,500 Words | 7 days plus 1 additional day for each additional 500 words |

b. If a Contractor offers expedited translations, they shall be completed within the following turnaround time set in business days (See Attachment I, Document Translation Services tab 4.d-4.f.).

1. Contractor may charge a Rush Fee (See Attachment I, Document Translation Services tab 4.h) if requested timeframes are shorter than Expedited Translation turnaround times identified, below.

| **Expedited Translation** | **Turnaround Time (Business Days)** |
|---|---|

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| | |
|---|---|
| Fewer than 1,000 Words | 1 day |
| 1,001-2,500 Words | 2 days |
| 2,501- 7,500 Words | 4 days |
| More than 7,500 Words | 4 days plus 1 additional day for each additional 1,000 words |

## IV. CONTRACTOR RESPONSIBILITIES AND TASKS

### A. CERTIFICATION

At no additional cost and pursuant to the Participating Entity's Participating Addendum, Contractor shall adhere to all laws and regulations, including but not limited to certification of Contractor, Contractor employees or staff, supplied Contractor Interpreters/Translators, etc.

### B. BILLING AND INVOICING

1. Contractor must only invoice for the time that interpreter/translation service is provided. The time required to establish the language service needed and/or connection time to the appropriate interpreter will not be chargeable.

    a. Billing of OPI and VRI interpretation periods start when the interpreter answers and begins interpreting. OPI and VRI interpretation period ends when the interpreter has been disconnected from the customer and the client.

    b. Document Translation turn-around time begins upon Contractor's electronic confirmation of document receipt and ends when the completed document(s) is returned to the Purchasing Entity.

2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.

3. The minimum billable charge for OPI, VRI, and Document Translation shall be in accordance with Purchasing Entity requirements, laws, regulations, policies and procedures, etc.

4. Invoices must contain the following information, either within the invoice or as an attachment to the invoice, at a minimum:

    a. Master Agreement number and/or any other unique Master Agreement identification number assigned by a Participating State
    b. Date of invoice
    c. Contractor name and address
    d. Customer account number and Department name/program
    e. Billing period
    f. Interpreting modality (OPI, VRI, Document Translation)

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g. Interpreter Connection Time/Document turnaround time
h. Total number of OPI and VRI calls interpreted and Document Translation documents translated
i. Total number of billable OPI and VRI interpretation minutes and Document Translation words translated
j. Total number of "no interpreter available" calls
k. Percentage of calls connected in 30 seconds or less
l. Total number of calls resulting in interpreter connection times of greater than 60 seconds
m. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online
n. Total number of documents translated that meet the requirements in **Section III.D.7 Turnaround Time for Document Translation Services**
o. Total dollar amount of credits for qualifying calls that do not meet the criteria established in **Section III.B CONNECTION for OPI**, under Subsection 5, and/or **Section III.C CONNECTION for VRI**, under Subsection 6
p. Total dollar amount due
q. Any applicable prompt payment discount(s) available
r. Date and time of each interpreter or translation service occurrence provided
s. Interpreted language associated with the OPI call, VRI call, or Document Translation
t. Billable amount associated with each call (OPI or VRI) or Document Translation, to include at a minimum the following:

i. <u>OPI and VRI Interpretation</u>:

- Category: OPI or VRI
- Type: General Services, Medical, Education, Legal Standard pricing (For services provided within the timeframe specified in Sections III.B.1 and III.C.2, above.)
- Extended Hours (if applicable):
    - Over 8 Hours (Services provided beyond 8 hours in duration for a single engagement.),
    - After-Hours/Weekend (Services provided outside of the timeframe specified in Sections III.B.1 and III.C.2, above. Charging after-hours/weekend rates may be subject to Participating Entity approval.),
    - Holiday, (Federal, State, or Local Holidays which the Participating Entity observes. Charging holiday rates may be subject to Participating Entity approval.)
- Duration of the service provided, measured in one-minute increments

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- Master Agreement rate per minute

ii. Document Translation:

- Category: Document Translation
- Type: General Services, Medical, Education, Legal,
- Standard Translation (For work completed in accordance with Section III.D.8.a, above.),
- Desktop Publishing (DTP) (DTP includes but is not limited to using a computer system to create digital documents to combine text, numerical data, photographs, charts, and other visual elements in a document that can be printed. DTP services provided must be specific to Document Translation services as identified in this Scope of Work and must exclude printing services and marketing/public relations services.),
- Expedited Translation (For work completed in accordance with Section III.D.8.b, above,
- Rush Fee (If Expedited Translation is requested on a shorter timeframe than those identified in Section III.D.8.b, above),
- Number of words translated
- Master Agreement rate per word

u. Interpreter or translator identification number or code as assigned by the Contractor.

**C. EMERGENCY MANAGEMENT PLAN**

1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.)
2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365 days a year, 7 days a week, 24 hours a day.

**D. CONFIDENTIALITY STATEMENT**

Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Master Agreement. Purchasing Entities may request these documents from a Contractor at any time, and the Contractor shall promptly provide all the requested documentation, including but not limited to prior to the service being rendered, within three (3) business days of the request, etc.

**E. INTERPRETER OPERATIONAL REQUIREMENTS**

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1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
2. The interpreter will speak in the first (1st) person.
3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will respect cultural differences of the client.
5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
6. The interpreter will accurately interpret the information conveyed and will relay the message in its entirety with the meaning preserved throughout the conversation. The interpreter shall not summarize, condense, or omit information which may erroneously change the meaning of the information conveyed.
7. All conversations, interpretations, or translations will remain confidential and will not be shared with individuals unrelated to the call or translation. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted or additional situations allowed for, only as negotiated and specified in each Participating Entity's Participating Addendum.
8. The translator will provide accurate (reflect the meaning correctly), effective (provide the intended effect on the reader), and impartial (unbiased) services.

## F. CUSTOMER RESPONSE CRITERIA

Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria:

1. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer's questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer's request, Contractor must provide a senior administrative contact to escalate the request.
2. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request.
3. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor.

## G. QUALITY ASSURANCE PLAN

Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking, and assessing the quality of services provided under the Master Agreement. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer-initiated concerns and/or complaints.

## H. INSTRUCTIONAL MATERIALS

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1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Master Agreement. Materials must include language identification materials such as “I Speak” cards and procedural information for accessing the services.
2. Instructional materials must also include informational language posters for the public indicating interpretation and translation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each Participating State to be identified in each state’s Participating Addendum.
3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Master Agreement.

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# Remote Interpreting and Translating Services
# Master Agreement 40-00000-24-00076AD
# Corporate Translation Services, LLC DBA Language Link
# Attachment B
# Pricing

| | Standard Hours | | |
|---|---|---|---|
| **Over-the-Phone Interpretation** | **General Services Unit Price per Minute** | **Medical Unit Price per Minute** | **Legal Unit Price per Minute** |
| Over-the-Phone Interpretation (OPI) Services for the most requested language: **Spanish** | $0.56 | $0.66 | $0.75 |
| Over-the-Phone Interpretation (OPI) Services for the **twelve most requested languages** (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian | $0.56 | $0.66 | $0.75 |
| Over-the-Phone Interpretation (OPI) Services for all other languages specified in **Attachment P – Languages**, as well as for all unlisted languages that may be provided through the resultant Contract. | $0.56 | $0.66 | $0.75 |

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# Corporate Translation Services, LLC DBA Language Link
# Attachment B
# Pricing

| | Extended Hours | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Over-the-Phone Interpretation** | **General Services Over 8 hrs Unit Price per Minute** | **Medical Over 8 hrs Unit Price per Minute** | **Legal Over 8 hrs Unit Price per Minute** | **General Services After-Hours/ Weekend Unit Price per Minute** | **Medical After-Hours/ Weekend Unit Price per Minute** | **Legal After-Hours/ Weekend Unit Price per Minute** | **General Services Holiday Unit Price per Minute** | **Medical Holiday Unit Price per Minute** | **Legal Holiday Unit Price per Minute** |
| Over-the-Phone Interpretation (OPI) Services for the most requested language: **Spanish** | $0.66 | $0.76 | $0.85 | $0.66 | $0.76 | $0.85 | $0.66 | $0.76 | $0.85 |
| Over-the-Phone Interpretation (OPI) Services for the **twelve most requested languages** (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian | $0.66 | $0.76 | $0.85 | $0.66 | $0.76 | $0.85 | $0.66 | $0.76 | $0.85 |
| Over-the-Phone Interpretation (OPI) Services for all other languages specified in **Attachment P – Languages**, as well as for all unlisted languages that may be provided through the resultant Contract. | $0.66 | $0.76 | $0.85 | $0.66 | $0.76 | $0.85 | $0.66 | $0.76 | $0.85 |

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# Corporate Translation Services, LLC DBA Language Link
# Attachment B
# Pricing

| | Standard Hours | | |
|---|---|---|---|
| **Video Remote Interpretation** | **General Services Unit Price per Minute** | **Medical Unit Price per Minute** | **Legal Unit Price per Minute** |
| Video Remote Interpretation (VRI) Services for the top VRI language: **American Sign Language (ASL)** | $1.90 | $1.90 | $1.90 |
| Video Remote Interpretation (VRI) Services for **Spanish** | $0.75 | $0.78 | $0.85 |
| Video Remote Interpretation (VRI) Services for the **twleve most requested languages** (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian | $0.75 | $0.78 | $0.85 |
| Video Remote Interpretation (VRI) Services for all other languages specified in **Attachment P – Languages** as well as for all unlisted languages that may be provided through the resultant Contract. | $0.75 | $0.78 | $0.85 |

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# Corporate Translation Services, LLC DBA Language Link
## Attachment B
## Pricing

| | Extended Hours | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Video Remote Interpretation** | **General Services Over 8 hrs Unit Price per Minute** | **Medical Over 8 hrs Unit Price per Minute** | **Legal Over 8 hrs Unit Price per Minute** | **General Services After-Hours/ Weekend Unit Price per Minute** | **Medical After-Hours/ Weekend Unit Price per Minute** | **Legal After-Hours/ Weekend Unit Price per Minute** | **General Services Holiday Unit Price per Minute** | **Medical Holiday Unit Price per Minute** | **Legal Holiday Unit Price per Minute** |
| Video Remote Interpretation (VRI) Services for the top VRI language: **American Sign Language (ASL)** | $1.99 | $1.99 | $1.99 | $1.99 | $1.99 | $1.99 | $1.99 | $1.99 | $1.99 |
| Video Remote Interpretation (VRI) Services for **Spanish** | $0.85 | $0.88 | $0.95 | $0.85 | $0.88 | $0.95 | $0.85 | $0.88 | $0.95 |
| Video Remote Interpretation (VRI) Services for the **twleve most requested languages** (other than ASL and Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian | $0.85 | $0.88 | $0.95 | $0.85 | $0.88 | $0.95 | $0.85 | $0.88 | $0.95 |
| Video Remote Interpretation (VRI) Services for all other languages specified in **Attachment P – Languages** as well as for all unlisted languages that may be provided through the resultant Contract. | $0.85 | $0.88 | $0.95 | $0.85 | $0.88 | $0.95 | $0.85 | $0.88 | $0.95 |

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# Corporate Translation Services, LLC DBA Language Link
## Attachment B
## Pricing

| Document Translation Services | General Services Unit Price per Word | Medical Unit Price per Word | Legal Unit Price per Word | [redacted] |
|---|---|---|---|---|
| Standard Document Translation Services for the most requested language: **Spanish** | $0.10 | $0.11 | $0.11 | |
| Standard Document Translation Services for the **twelve most requested languages** (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian | $0.14 | $0.15 | $0.15 | |
| Standard Document Translation Services for all other languages specified in Attachment P – Languages, as well as for all unlisted languages that may be provided through the resultant Contract. | $0.18 | $0.19 | $0.19 | |
| **Expedited** Document Translation Services for the most requested language: **Spanish** | $0.13 | $0.14 | $0.14 | |
| **Expedited** Document Translation Services for the **twelve most requested languages** (other than Spanish): Chinese (Mandarin & Cantonese), Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, Italian | $0.18 | $0.19 | $0.19 | |
| **Expedited** Document Translation Services for all other languages specified in **Attachment P – Languages**, as well as for all unlisted languages that may be provided through the resultant Contract. | $0.23 | $0.24 | $0.24 | |
| Desktop Publishing (DTP) per hour | $35.00 | $35.00 | $35.00 | |
| Rush Fee (percentage of expedited services total) | 30% | 30% | 30% | |

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# Corporate Translation Services, LLC DBA Language Link
# Attachment B
# Pricing

| **Tiered Discount Pricing**<br>Offerors should submit any tiered pricing available under a resultant contract. (Include additional rows/columns as necessary to include all available options, as it relates to Tiered Pricing) | **Tiered Pricing (specify tiers and corresponding unit price (minute or word))** | **Tiered Pricing Category (OPI, VRI, Document Translation)** |
|---|---|---|
| Spanish | 20,000 words per language, per project = 10% discount to the translation per word rate<br>30,000 words per language, per project = 15% discount to the translation per word rate<br>40,000 words and above per language, per project = 17% discount to the translation per word rate<br>*Does not apply to AI requested projects | Document Translation |
| American Sign Language (ASL)<br>(excluding Document Translation) | | |
| All Other Languages | 20,000 words per language, per project = 10% discount to the translation per word rate<br>30,000 words per language, per project = 15% discount to the translation per word rate<br>40,000 words and above per language, per project = 17% discount to the translation per word rate<br>*Does not apply to AI requested projects | Document Translation |

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## Certificate Of Completion

Envelope Id: 4AE3B1C8-604B-4A32-A2F8-4E77CFD94627 Status: Completed

Subject: Please Electronically Sign: Remote Interpreting and Translating Services – Corporate Translation

Source Envelope:

Document Pages: 43 Signatures: 3 Envelope Originator:
Certificate Pages: 5 Initials: 2 Susan Inman
AutoNav: Enabled 1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada) Susan.Inman@gsd.nm.gov
IP Address: 164.64.62.10

## Record Tracking

Status: Original Holder: Susan Inman Location: DocuSign
8/12/2025 11:57:59 AM Susan.Inman@gsd.nm.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: General Services Department Location: Docusign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Natalie Martinez<br>natalie.martinez1@gsd.nm.gov<br>Deputy Director<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | NM<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 8/12/2025 12:02:14 PM<br>Viewed: 8/12/2025 12:50:50 PM<br>Signed: 8/12/2025 12:50:55 PM |
| Dan Nelson<br>dan.nelson@language.link<br>President<br>Corporate Translation Services, Inc. dba Language Link<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 8/12/2025 1:50:04 PM<br>ID: 10865ec1-8b09-4ced-9ff2-f7b3e26db411 | Dan Nelson<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 104.255.140.9 | Sent: 8/12/2025 12:50:58 PM<br>Resent: 8/18/2025 8:26:58 AM<br>Viewed: 8/18/2025 11:16:36 AM<br>Signed: 8/18/2025 11:32:07 AM |
| Ann Marie Lucero<br>annmarie.lucero@tax.nm.gov<br>District Mgr.<br>State of New Mexico Taxation and Revenue<br>Signing Group: 33300 - CRS Verification<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/2/2020 2:28:54 PM<br>ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910 | Ann Marie Lucero<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.133.222 | Sent: 8/18/2025 11:32:10 AM<br>Viewed: 8/18/2025 12:12:06 PM<br>Signed: 8/18/2025 12:12:27 PM |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** | Dorothy Mendonca<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 8/18/2025 12:12:29 PM<br>Viewed: 8/18/2025 12:58:07 PM<br>Signed: 8/18/2025 12:58:12 PM |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Accepted: 4/14/2023 7:24:59 AM<br>ID: 51f6380f-50f7-4227-afb5-572b373dfb7c | | |
| Susan Inman<br>susan.inman@gsd.nm.gov<br>New Mexico General Services Department State Purchasing Division<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 8/18/2025 12:58:15 PM<br>Viewed: 8/19/2025 1:45:18 PM<br>Signed: 8/19/2025 1:46:25 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/2/2020 7:56:58 AM<br>ID: 85ae9af5-d784-487f-80b0-046bfdde9d3d | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 8/12/2025 12:02:14 PM |
| Certified Delivered | Security Checked | 8/19/2025 1:45:18 PM |
| Signing Complete | Security Checked | 8/19/2025 1:46:25 PM |
| Envelope Updated | Security Checked | 8/19/2025 1:46:26 PM |
| Completed | Security Checked | 8/19/2025 1:46:25 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

# B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

# C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

# D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

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# E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

# F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

# G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

# H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

# I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

# J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

# K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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# State of Missouri

Office of Administration, Division of Purchasing

## Cooperative Contract (COOP) for Statewide – Remote Interpreting and Translating Services (NASPO)

| | |
|---|---|
| **COOP CONTRACT NUMBER NO.:** | **CS260027004** |
| **COOP CONTRACT ISSUED ON BEHALF OF:** | **State of Missouri**<br>**Various Agency Locations** |
| **CONTRACTOR NAME AND ADDRESS:** | **Corporate Translation Services, LLC dba Language Link**<br>**1417 SE Rasmussen Boulevard, Suite 101**<br>**Battle Ground, WA 98604** |
| **ISSUE DATE:** | |
| **CONTRACT PERIOD:** | **July 5, 2026 through July 28, 2027** |
| **REQUISITION NO.:** | **N/A** |

## REQUESTED RESPONSE DATE:

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

**COOP CONTACT INFORMATION:**

**BUYER:** Matthew Hoelscher
**PHONE NO.:** (573) 751-2056
**EMAIL:** matthew.hoelscher@oa.mo.gov

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

State of Missouri
Various Agency Locations

| | | | |
|---|---|---|---|
| **Vendor's Organization Name:** | | | |
| **MissouriBUYS Supplier Number:** | | | |
| **Point of Contact:** | | | |
| **Phone Number:** | | **Email Address:** | |
| **Mailing Address:** | | | |
| **City/State/Zip:** | | | |
| **Vendor Tax Filing Type with IRS (check one):** | ☐ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt | | |
| **What date did the vendor's organization begin operation?** | Date: / / MM/DD/YYYY | | |

*The Contractor hereby agrees to provide the services and/or supplies described in the attached* **NASPO ValuePoint** *Contract #***40-00000-24-00076AD** *for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.*

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| **Authorized Signature** | **Date** |
|---|---|
| **Printed Name** | **Title** |

**ATTENTION:**

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must achieve "**Approved" registration status** in MissouriBUYS (WebProcure/Proactis) and **"Spend Authorized" registration status** in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

**Cooperative Contract Organization:**

| | | |
|---|---|---|
| COOP Sections | Section 1 | Introduction and Background Information Section |
| | Section 2 | Scope of Work Section |
| | Section 3 | Terms and Conditions Section |
| | Section 4 | General Contractual Requirements Section |
| | Section 5 | Vendor Submission and Award Information Section |
| COOP Vendor Response Exhibits | Exhibit A | Response Submittal Checklist |
| | BUSINESS COMPLIANCE EXHIBITS | |
| | Exhibit B | State of Missouri Tax Compliance |
| | Exhibit C | Registration of Business Name with the Missouri Secretary of State |
| | Exhibit D | Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization |
| | Exhibit E | Anti-Discrimination Against Israel Act Certification |
| | Exhibit F | Services Outside the United States |
| | Exhibit G | Employee/Conflict of Interest |
| | Exhibit H | Federal Funding Unique Identity ID |
| COOP Attachments | **Attachments (Separate Documents) (Do not return these documents with response)** | |
| | Attachment 1 | Missouri Statewide Quarterly Admin. Fee Instructions and Report |
| | Attachment 2 | Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report |
| | Attachment 3 | Business Associate Agreement |
| | Attachment 4 | Federal Funds Requirements |

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## 1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

### 1.1 Introduction:

1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of remote interpreting and translating services as set forth herein for State of Missouri (hereinafter referred to as "state agency") in accordance with the requirements, provisions, and pricing specified herein.

### 1.2 Cooperative Contract Authority:

1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

### 1.3 General Instructions and Requirements:

1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

### 1.4 Glossary of Terms and Acronyms:

1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any amendment thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
b. **Amendment** means a written, official modification to a contract.
c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
d. **Buyer** means the procurement staff member of Purchasing.
e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
f. **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.
g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
i. **May** means that a certain feature, component, or action is permissible, but not required.
j. **Must** means that a certain feature, component, or action is a mandatory condition.
k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.

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m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
n. **Shall** has the same meaning as the word must.
o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
p. **State** collectively referring to the state government and/or the agencies thereof.
q. **Supplier** has the same meaning as the word, vendor.
r. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

******END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION******

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## 2. SCOPE OF WORK SECTION

### 2.1 General Requirement:

2.1.1 The contractor shall perform remote interpreting and translating services specified by the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to the NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the NASPO ValuePoint such as background information, statistical/factual information, etc.

### 2.2 Not Applicable Provisions:

2.2.1 The contractor shall understand and agree the following provisions are not applicable and are hereby removed from the contract/hereby modified as follows:

a. Artificial Intelligence (AI) services

### 2.3 Cooperative Procurement Program:

2.3.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or 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 Technical Services Act (section 67.360, RSMo, which is available on the internet at: https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing.

### 2.4 Missouri Statewide Contract Quarterly Administrative Fee:

2.4.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.4.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.4.3 Payments shall be made using one of the following acceptable payment methods:

a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

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b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.4.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**2.5 Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.5.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.5.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. Fax: (573) 526-9815
c. Email: ereports@oa.mo.gov

2.5.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

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**2.6 Missouri Statewide Contract Quarterly Usage Report:**

2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

| Data Element | Description |
|---|---|
| Contractor Name | Contractor name as it appears on the contract. |
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone Number | Phone number for the person completing the report. |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2** which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage

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Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**2.7 Electronic Funds Transfer, Invoicing, and Payment Requirements:**

2.7.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

2.7.2 Invoicing: The contractor shall submit invoices in accordance with the provisions of the governmental entity's contract this cooperative contract is established. The contractor shall perform the services prior to invoicing the state agency, unless the governmental entity's contract this cooperative contract is established allows for payment in advance.

a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address that is provided by the state agency:

b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.

d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

f. The contractor shall include the following certification statement on any invoice submitted to the Department of Health and Senior Services:

1) "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

2.7.3 Payment:

a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

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c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

d. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

******END OF SCOPE OF WORK SECTION******

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## 3. TERMS AND CONDITIONS SECTION

### 3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

### 3.2 Non-Discrimination and Affirmative Action:

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

### 3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

### 3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit E, Anti-Discrimination Against Israel Act Certification**.

### 3.5 Authorized Personnel/E-Verify:

3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530, RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.

3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.

3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal

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**3.6 Business Associate Provisions:**

3.6.1 Some of the state agencies and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein. The contractor shall abide by a Business Associate Agreement. The state's current Business Associate provisions are contained in **Attachment 3**. The final form and content of any required business associate agreement shall be mutually agreed upon by the state and the contractor after award.

**3.7 Business Registration:**

3.7.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

**3.8 Data Breach:**

3.8.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

**3.9 Elected or Appointed Officials and Employees:**

3.9.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**3.10 Indemnification:**

3.10.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

**3.11 Legal Proceedings:**

3.11.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.11.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.11.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

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**3.12 Federal Funds Requirements:**

3.12.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 4** or other requirements identified by the federal government.

**3.13 Invoicing and Payment:**

3.13.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

**3.14 Non-Appropriation of Funds:**

3.14.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14.2 To the extent that federal funding is used for the contract, the contract shall not be binding upon the state for any period in which such funding is reduced, terminated, withheld, restricted, or is frozen or paused.

**3.15 Work Outside the United States:**

3.15.1 Unless work outside the United States is prohibited by the cooperative contract, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

**3.16 Open Records:**

3.16.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

**3.17 Prison Rape Elimination Act (PREA) Requirements:**

3.17.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

3.17.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

3.17.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

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3.17.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

3.17.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

3.17.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

3.17.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

**3.18 Record Access:**

3.18.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

**3.19 Taxes:**

3.19.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*******END OF TERMS AND CONDITIONS SECTION*******

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## 4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

### 4.1 Contract Definition:

4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:

a. The Division of Purchasing's acceptance of the response by "notice of award";
b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Corporate Translation Services, LLC dba Language Link;
c. The attached Participating Addendum between the State of Missouri and Corporate Translation Services, LLC dba Language Link;
d. The attached contract #40-00000-24-00076AD signed by the NASPO ValuePoint, as amended by contract amendment(s); and
e. The attached solicitation number 40-00000-24-0076 issued by the NASPO ValuePoint.

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The contractor shall agree to furnish the services specified in the contract, at the prices quoted therein.

4.1.4 State agency may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

### 4.2 Contract Amendment:

4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

### 4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

### 4.4 Criminal Justice Information Systems (CJIS) Security Awareness (For Department of Corrections Only):

4.4.1 Criminal Justice Information is any information collected by the Federal Bureau of Investigation (FBI), Missouri State Highway Patrol (MSHP), and other criminal justice entities and includes personally identifiable information. It includes all information viewed directly from state and federal systems and also data obtained from those sources.

a. The contractor shall understand and agree all Criminal Justice Information is sensitive information and is privileged.

b. If the contractor acquires any Criminal Justice Information by virtue of the performance of the contract, regardless of the method of acquisition, the contractor shall not use or disseminate the information in any form.

c. The contractor must not, at any time, directly or indirectly, disclose any Criminal Justice Information learned during the performance of the contract prosecution.

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d. Unauthorized access, use, or dissemination of Criminal Justice Information System (CJIS) data is unlawful, and may result in the imposition of administrative sanctions and/or state/federal criminal penalties. If the contractor has information to indicate this has occurred, the contractor must report it to the state agency.

e. Misuse of official information is a Class A Misdemeanor. RSMO, section 576.050.2 states, "A person commits the offense of misuse of official information if he or she recklessly obtains or discloses information from the Missouri uniform law enforcement system (MULES) or the National Crime Information Center System (NCIC), or any other criminal justice information sharing system that contains individually identifiable information for private or personal use, or for a purpose other than in connection with their official duties and performance of their job".

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

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## 5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

### 5.1 Preparation of Response:

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

### 5.2 Compliance with Requirements, Terms and Conditions:

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

### 5.3 Confidentiality and Proprietary Materials:

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

a. Vendor's entire response;
b. Vendor's pricing;
c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

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**5.4 Foreign Vendor:**

5.4.1 A foreign vendor who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (https://missouribuys.mo.gov) website.

a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

b. A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (https://missouribuys.mo.gov) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

**5.5 Business Compliance Requirements:**

5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

a. **Business Compliance Exhibit B, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

b. **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

c. **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the vendor must affirm the vendor'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 vendor should complete applicable portions of **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

d. **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

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e. **Business Compliance Exhibit F, Services Outside the United States** - If any services offered under this cooperative contract are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the response.

**f. Business Compliance Exhibit G, Employee/Conflict of Interest –** Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.

g. **Business Compliance Exhibit H, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit H, Federal Funding Unique Identity ID**.

h. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1) Taxes (e.g., city/county/state/federal)
2) State and local certifications (e.g., professions/occupations/activities)
3) Licenses and permits (e.g., city/county license, sales permits)
4) Insurance (e.g., worker's compensation/unemployment compensation)

i. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

**5.6 Award:**

5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.

5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.

5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

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**EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST**

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

| No. | Description | Task Complete |
|---|---|---|
| 1. | Complete and sign the cover page**.** | ☐ |
| 2. | Complete **Business Compliance Exhibit B, State of Missouri Tax Compliance** and attach "Vendor No Tax Due" certificate. | ☐ |
| 3. | Complete **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.** | ☐ |
| 4. | Complete and sign **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required). | ☐ |
| 5. | Complete and sign **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.** | ☐ |
| 6. | Complete **Business Compliance Exhibit F, Services Outside the United States.** | ☐ |
| 7. | Complete **Business Compliance Exhibit G, Employee/Conflict of Interest.** | ☐ |
| 8. | Complete **Business Compliance Exhibit H, Federal Funding Unique Identity ID.** | ☐ |
| 9. | If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract). | ☐ |

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**BUSINESS COMPLIANCE EXHIBITS**

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance **Exhibit B**, State of Missouri Tax Compliance
- Business Compliance **Exhibit C**, Registration of Business Name with the Missouri Secretary of State
- Business Compliance **Exhibit D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance **Exhibit E**, Anti-Discrimination Against Israel Act Certification
- Business Compliance **Exhibit F**, Services Outside the United States
- Business Compliance **Exhibit G**, Employee/Conflict of Interest
- Business Compliance **Exhibit H**, Federal Funding Unique Identity ID

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**BUSINESS COMPLIANCE EXHIBIT B,**
**STATE OF MISSOURI TAX COMPLIANCE**

## STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

### How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at http://dor.mo.gov/forms/943.pdf. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at http://dor.mo.gov/business/sales.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html.

| **Instructions:** The vendor should complete the information below regarding their "Vendor No Tax Due" status. | |
|---|---|
| **"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)** | Yes ☐ No ☐ |
| **If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR** | Date: __/__/____ (MM/DD/YYYY) |

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**BUSINESS COMPLIANCE EXHIBIT C,**
**REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to https://www.sos.mo.gov/business/startBusiness.asp or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

**Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at https://openforbiz.mo.gov/ for additional information.

| | |
|---|---|
| Business Name | |
| Charter Number | |

| | |
|---|---|
| Proof of Good Standing Status Included | Yes ☐ No ☐ |
| If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State | Date: __/__/____ (MM/DD/YYYY) |

**Exemptions**

**Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

| **Section 351.572 RSMo Subsection 2. Exemption Description** | **Indicate if Exemption is Applicable (Check the appropriate box)** |
|---|---|
| (1) Maintaining, Defending, or Settling any Proceeding | ☐ |
| (2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs | ☐ |
| (3) Maintaining Bank Accounts | ☐ |
| (4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities | ☐ |
| (5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property | ☐ |
| (6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts | ☐ |
| (7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature | ☐ |
| (8) Transacting Business in Interstate Commerce | ☐ |
| Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive) | ☐ |

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**
**The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

| | |
|---|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/. |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

**Business entity,** as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, and contractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

***(Complete Box A if you are a non-business entity as defined above)***

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐- I am a self-employed individual with no employees; **OR**
☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this cooperative contract and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

| | |
|---|---|
| _____ | _____ |
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| _____ | _____ |
| Company Name (if applicable) | Date |

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION, CONTINUED**

***(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

## BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

| | |
|---|---|
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| Business Entity Name | Date |
| E-Mail Address | |

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

☐- Enroll and participate in the E-Verify federal work authorization program (Website: https://www.e-verify.gov/; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

**AND**

☐- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

**AND**

☐- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION, CONTINUED**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

| | |
|---|---|
| *Authorized Representative's Signature* | Printed Name |
| Title | Date |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

| | |
|---|---|
| *Signature of Notary* | *Date* |

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**BUSINESS COMPLIANCE EXHIBIT D,**
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION, CONTINUED**

***(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates 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 related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E**-Verify Employment Eligibility Verification page OR** a page from the **E-Verify Memorandum of Understanding (MOU)** listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A **current, notarized Affidavit of Work Authorization** (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

_____

**Date** of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

| | |
|---|---|
| Authorized Business Entity Representative's Name (Please Print) | Authorized Business Entity Representative's Signature |
| Business Entity Name | Date |
| E-Mail Address | E-Verify MOU Company ID Number |

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

| | |
|---|---|
| Buyer | Date |

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**BUSINESS COMPLIANCE EXHIBIT E,**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

**Exceptions:** The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

**Certification** - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

| | |
|---|---|
| **BOX A**: | To be completed by any vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company." |
| **BOX B**: | To be completed by a vendor that meets the definition of "Company" but has less than ten employees. |
| **BOX C**: | To be completed by a vendor that meets the definition of "Company" and has ten or more employees. |
| **BOX D:** | To be completed by a vendor that meets the definition of a "Public Entity". |

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**BUSINESS COMPLIANCE EXHIBIT E,**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

## BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Entity Name | Date |

## BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name | Date |

## BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged 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 as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not 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 as defined in section 34.600, RSMo, for the duration of the contract.

| | |
|---|---|
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name | Date |

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**BUSINESS COMPLIANCE EXHIBIT E,**
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION, CONTINUED**

| **BOX D – PUBLIC ENTITY** | |
|---|---|
| I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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. | |
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| Company Name | Date |

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**BUSINESS COMPLIANCE EXHIBIT F,**
**SERVICES OUTSIDE THE UNITED STATES**

Pursuant to Executive Order 04-09 subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

| | | |
|---|---|---|
| Will any of the services proposed by the vendor be performed at sites outside the United States? If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit. | Yes ☐ | No ☐ |

| | |
|---|---|
| Identify the **name of the vendor** that would be performing services at a site outside the United States. | |
| Describe the **services proposed to be performed** at sites outside the United States. | |
| Identify **where the services would be performed** at sites outside the United States. | |
| Identify when **(specific timeframe) in the life of the contract the services would be performed** at sites outside the United States. | |
| Identify **why the services need to be performed** at sites outside the United States. | |

| | | |
|---|---|---|
| Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below. | Yes ☐ | No ☐ |

Mark the appropriate exemption below, and provide the requested details:

(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor.
- EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE:_____

(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country.
- IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____

(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state.
- EXPLAIN HOW:_____

(d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.
- IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: ___%

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**BUSINESS COMPLIANCE EXHIBIT G,**
**EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri 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 vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

| | |
|---|---|
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: | |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: | |
| Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | _____% |

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**BUSINESS COMPLIANCE EXHIBIT H,**
**FEDERAL FUNDING UNIQUE IDENTITY ID**

**Federal Debarment:** The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

**Unique Entity ID:** The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at https://sam.gov/content/home to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

| **Vendor Name:** | **Vendor's Unique Identity ID Number:** |
|---|---|
| **Parent Organization's Name:** | **Parent Organizations Unique Identity ID Number:** |

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Attachment 1

# Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

| **Header Definitions.** | |
|---|---|
| **Contractor Name** | Contractor name as it appears on the contract. |
| **Statewide Contract Number** | Statewide contract number as listed on the first page of your contract with the State of Missouri. |
| **Date Report Submitted** | Date Administrative Fee Report is submitted. |
| **Report Contact Name** | Name of the person completing the report on behalf of the contractor. |
| **Contact Phone Number** | Phone number for person completing the report. |
| **Contact Email Address** | Email address for the person completing the report. |
| **Administrative Fee Payment Calculation** - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter. | |
| **If no payments were received during the Reporting Quarter, check the box below:** Complete section if applicable. | |
| **Reporting Quarter** | Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows:<br>Q1: January 1 - March 31 Q3: July 1 - September 30<br>Q2: April 1 - June 30 Q4: October 1 - December 31 |
| **Signature of Reponsible Party for Report Content:** The signature and title of the person completing the report on behalf of the contractor and the date the report was completed. | |

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# *Missouri Statewide Contract Quarterly Usage Report Instructions*

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address: http://oa.mo.gov/purchasing/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

| Data Element | Description |
|---|---|
| Contractor Name | Contractor name as it appears on the contract. |
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone Number | Phone number for the person completing the report. |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |

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Attachment 2

| | |
|---|---|
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

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# Attachment 3 – Business Associate Agreement

**(rev 12-29-2025)**

*(Health Insurance Portability and Accountability Act of 1996, as amended)*

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate" and "Department" as used in this section shall mean "covered entity."

2. The contractor agrees that for purposes of the Business Associate Agreement contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

   a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

   b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

   c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

   d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.

   e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

   f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

   g. "Health Care" as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:

      1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and

      2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

   h. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

   i. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

   j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

   k. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

      1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

      2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer

   l. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Agreement.

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m. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

n. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

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d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

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7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under this agreement for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Agreement of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.

7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this agreement.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor

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maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract**: In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

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# ATTACHMENT 4: FEDERAL FUNDS REQUIREMENTS

## 1.1 Federal Fund Requirements:

1.1.1 The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

1.1.2 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.

1.1.3 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.

a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

1.1.4 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:

a. The percentage of the total costs of the program or project that will be financed with federal money;
b. The dollar amount of federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.1.5 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

1.1.6 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.

1.1.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

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c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

1.1.8 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

1.1.9 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

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d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.10 Contractor Whistleblower Protections:

a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.11 Human Rights and Affirmative Action:

a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
7) Genetic Information Non-Discrimination Act (GINA)
8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
10) Missouri Governor's E.O. #10-24; and
11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.

b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2) The identification of a person designated to handle affirmative action;

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3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4) The exclusion of discrimination from all collective bargaining agreements; and
5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

1.1.12 Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

393 -2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment 1 to Contract C000697 Cooperative Contract CS231567001 for Mental Health Check-In for Boone County Sheriff's Office with Clinical Associates, PA. The terms of the agreement are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

(6)

# Boone County Purchasing

**Brijanna Purdy**
Buyer

5551 S. Tom Bass Rd.
Columbia, MO 65201
Phone: (573) 886-4394

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## MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy, Buyer
DATE: August 4, 2026
RE: Amendment #1 to Contract C000697 from Cooperative Contract CS231567001 for Mental Health Check-In with Clinical Associates, PA for Boone County Sheriff's Office

Boone County Purchasing Department requests approval for Amendment #1 to contract C000697 from State of Missouri Cooperative Contract CS231567001 for Mental Health Check-In with Clinical Associates, PA for Boone County Sheriff's Office. The original contract was established on November 17, 2023, on Commission Order 504-2023.

Amendment # 1 removes paragraph ***4. Purchase Order – The county will issue a Purchase Order for any order placed from this contract.***

This is a term and supply contract that is paid out of department 1228 – GF Sheriff/Detention Admin and account 71101 – Professional Services.

cc: Brian Leer, Leasa Quick – Sheriff's Office
Contract File

# Professional Corporation Details as of 8/4/2026

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.

RETURN TO SEARCH RESULTS

Create Filing

Application for Amended Certificate of Authority for a Foreign Corporation (Co

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

| | | | |
|---|---|---|---|
| Name | CLINICAL ASSOCIATES, P.C. | Principal Office Address | 8629 Bluejacket St Ste 100<br>Suite 100<br>Lenexa, KS 66214-1700 |
| Type | Professional Corporation | Charter No. | W000986839 |
| Domesticity | Foreign | Home State | KS |
| Registered Agent | Detrick, Paul<br>308 Greeley Avenue<br>Webster Groves, MO 63119 | Status | Good Standing |
| Date Formed | 12/5/2016 | | |
| Duration | Perpetual | | |
| Fiscal Month | December | | |
| Report Due | 3/31/2027 | | |

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# Gen. Business - For Profit Details as of 8/4/2026

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.

RETURN TO SEARCH RESULTS

Create Filing

Articles of Amendment

FILE ONLINE

ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

| | | | |
|---|---|---|---|
| Name(s) | Florissant Psychological Services, Inc. | Principal Office Address | 950 Francis Pl<br>Suite 213<br>Clayton, MO 63105-2410 |
| Type | Gen. Business - For Profit | Charter No. | 001370408 |
| Domestically | Domestic | Home State | MO |
| Registered Agent | DTLC&M Service Company, Inc.<br>700 W 47th St<br>Ste. 410<br>Kansas City, MO 64112-1922 | Status | Good Standing |
| Date Formed | 12/22/2016 | | |
| Duration | Perpetual | | |
| Renewal Month | December | | |
| Report Due | 3/31/2027 | | |

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*Jul 30, 2026*

See All Alerts

ISR Workspace: Increased Contract Volume Show Details
*Jun 26, 2026*

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- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"Clinical Associates, PA" ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

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- ◯ Any Words ⓘ
- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"florissant psychological" ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

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Docusign Envelope ID: 59984F73-11BB-8D2E-8186-9BE6572A4A3F

Commission Order #: 393-2026 Date: 8/11/2026

**CONTRACT AMENDMENT NUMBER ONE**
**MENTAL HEALTH CHECK-IN SERVICES – TERM & SUPPLY**

The Purchase Agreement, County Contract **C000697**, awarded from the State of Missouri Cooperative Contract **CS231567001**, awarded November 07, 2023, made by and between Boone County, Missouri and **Clinical Associates, PA DBA Florissant Psychological Services, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **REMOVE:** *Paragraph 4. Purchase Order – The County will issue a Purchase Order for any order placed from this contract.*

2. Except as specifically amended hereunder, all other terms, conditions, provisions and prices of the original agreement shall remain in full force and effect.

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

**CLINICAL ASSOCIATES, PA**
**(Florissant Psychological Services)**

DocuSigned by:
By _____
45818E1C4857411...

Title President

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

Signed by:
kip kendrick
2B83ECD5716E4A6...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
_____
7D71DEA5B9D74DD...
CJ Dykhouse, County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
242B827B32F14B5...
Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Rieman by AN.
8E8FE1148A274E1...
Signature

8/5/2026
Date

Term & Supply: No encumbrance required
Appropriation Account

394 -2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day the County Commission of the County of Boone does hereby approve contract C001165 (30-23JUL26) - Rippeto Road Bridge Approach and Embankment Repair for Boone County Resource Management Department with TB Dozing & Excavation, LLC. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

(7)

# Boone County Purchasing

**Brijanna Purdy**
Buyer

5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4394
bpurdy@boonemo.gov

## MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy, Buyer
DATE: August 3, 2026
RE: Bid Award Recommendation: C001165 (30-23JUL26) – Rippeto Road Bridge Approach & Embankment Repair

Request for Bid #30-23JUL26 – Rippeto Road Bridge Approach & Embankment Repair opened July 23, 2026. Five (5) bid responses were received from:

- Don Schnieders Excavating Co., Inc.
- E+C Bridge LLC
- TB Dozing & Excavation, LLC
- Decatur Bridge + Iron
- Midwest Mechanical & Welding

Resource Management Department recommends an award by low bid by "all or none" to TB Dozing & Excavation, LLC for a total of $139,258.00. A 10% contingency amount has been added to the Purchase Order for a total amount of $153,183.80.

The County Contract number is C001165. Funds will come from department 2041 – Road & Bridge Resource Management Road Infrastructure Rehabilitation/Preservation and account 71202 – Contractor Costs. This is an unplanned emergency repair. There is $458,959.50 left in this account.

Attn: Bid Tabulation

cc: Jeff McCann, Kelle Westcott – Resource Management

07/27/26
RQST DATE

# PURCHASE REQUISITION
# BOONE COUNTY, MISSOURI

Commission Order #

17097
VNDR #

TB Dozing and Excavation,LLC
VENDOR NAME

30-23JUL26
BID #

**Ship to Dept #:** 2041

**Bill to Dept #:** 2041

| Dept | Account | Item Description | Qty | Unit Price | Amount |
|---|---|---|---|---|---|
| 2041 | 71202 | Rippeto Rd Bridge #BR4220008 Approach & | 1 | $139,258.00 | $139,258.00 |
| | | Embankment Repair | | | $0.00 |
| 2041 | 71202 | 10% Contingency | 1 | $13,925.80 | $13,925.80 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
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| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | GRAND TOTAL: | 153,183.80 |

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

## 30-23JUL26-RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR

### BID TABULATION

| Line | Description | Unit | Qty. | ENGINEER'S ESTIMATE | | Don Schnieders Excavating Co., Inc. | | E+C Bridge LLC | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | CLEARING AND GRUBBING (0.02 ACRES) | LS | 1 | $10,000.00 | $10,000.00 | $9,440.00 | $9,440.00 | $4,500.00 | $4,500.00 |
| 2 | REMOVAL OF IMPROVEMENTS | LS | 1 | $5,000.00 | $5,000.00 | $4,320.00 | $4,320.00 | $6,500.00 | $6,500.00 |
| 3 | EXCAVATION | CY | 750 | $50.00 | $37,500.00 | $20.55 | $15,412.50 | $50.00 | $37,500.00 |
| 4 | COMPACTING EMBANKMENT | CY | 360 | $35.00 | $12,600.00 | $88.35 | $31,806.00 | $20.00 | $7,200.00 |
| 5 | EXCAVATION OF STRUCTURE | CY | 110 | $50.00 | $5,500.00 | $85.45 | $9,399.50 | $65.00 | $7,150.00 |
| 6 | 6" CRUSHED STONE BASE (3" MINUS) | SY | 90 | $18.00 | $1,620.00 | $17.00 | $1,530.00 | $20.00 | $1,800.00 |
| 7 | 3" CRUSHED STONE BASE (1.5" MINUS) | SY | 90 | $12.00 | $1,080.00 | $8.50 | $765.00 | $20.00 | $1,800.00 |
| 8 | 3" CRUSHED STONE SURFACE (MODOT TYPE 5) | SY | 90 | $12.00 | $1,080.00 | $8.50 | $765.00 | $20.00 | $1,800.00 |
| 9 | ROCK BLANKET W/ GEOTEXTILE FABRIC | CY | 450 | $125.00 | $56,250.00 | $178.45 | $80,302.50 | $100.00 | $45,000.00 |
| 10 | TRAFFIC CONTROL | LS | 1 | $3,000.00 | $3,000.00 | $4,000.00 | $4,000.00 | $1,800.00 | $1,800.00 |
| 11 | MOBILIZATION | LS | 1 | $50,000.00 | $50,000.00 | $55,000.00 | $55,000.00 | $21,000.00 | $21,000.00 |
| 12 | CONTRACTOR STAKING | LS | 1 | $3,000.00 | $3,000.00 | $5,000.00 | $5,000.00 | $3,500.00 | $3,500.00 |
| 13 | FENCE | LF | 56 | $30.00 | $1,680.00 | $50.00 | $2,800.00 | $25.00 | $1,400.00 |
| 14 | CLASS MB-2 CONCRETE SUBSTRUCTURE | CY | 31 | $1,800.00 | $55,800.00 | $1,825.00 | $56,575.00 | $1,500.00 | $46,500.00 |
| 15 | FLOWABLE FILL | CY | 1 | $1,500.00 | $1,500.00 | $4,975.00 | $4,975.00 | $3,000.00 | $3,000.00 |
| 16 | REINFORCING STEEL | LBS | 1,970 | $4.50 | $8,865.00 | $4.20 | $8,274.00 | $4.00 | $7,880.00 |
| 17 | VERTICAL DRAIN AT END BENT | EA | 1 | $2,000.00 | $2,000.00 | $3,500.00 | $3,500.00 | $1,500.00 | $1,500.00 |
| 18 | COMPACTION TESTING | LS | 1 | $7,500.00 | $7,500.00 | $3,000.00 | $3,000.00 | $1,500.00 | $1,500.00 |
| 19 | CONCRETE TESTING | LS | 1 | $2,500.00 | $2,500.00 | $2,000.00 | $2,000.00 | $2,000.00 | $2,000.00 |
| 20 | EROSION CONTROL | LS | 1 | $2,000.00 | $2,000.00 | $3,500.00 | $3,500.00 | $500.00 | $500.00 |
| 21 | RESTORATION | LS | 1 | $6,525.00 | $6,525.00 | $10,000.00 | $10,000.00 | $2,000.00 | $2,000.00 |
| | **Roadway & Bridge Subtotal** | | | | **$275,000.00** | | **$312,364.50** | | **$205,830.00** |
| | **Total Construction** | | | | **$275,000.00** | | **$312,364.50** | | **$205,830.00** |
| | Bid Response | | | | | | X | | X |
| | Work Authorization Certification | | | | | | X | | X |
| | Statement of Bidders Qualifications | | | | | | X | | X |
| | Anti-Collusion Statement | | | | | | X | | X |
| | Bid Bond | | | | | | X | | X |
| | Signature and Identity of Bidder | | | | | | X | | X |
| | Bidders Acknowledgment | | | | | | X | | X |

## 30-23JUL26-RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR

### BID TABULATION

| Line | Description | Unit | Qty. | TB Dozing and Excavation LLC | | Decatur Bridge + Iron | | Midwest Mechanical & Welding | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | CLEARING AND GRUBBING (0.02 ACRES) | LS | 1 | $3,500.00 | $3,500.00 | $5,500.00 | $5,500.00 | $3,000.00 | $3,000.00 |
| 2 | REMOVAL OF IMPROVEMENTS | LS | 1 | $5,000.00 | $5,000.00 | $5,500.00 | $5,500.00 | $5,000.00 | $5,000.00 |
| 3 | EXCAVATION | CY | 750 | $12.50 | $9,375.00 | $9.90 | $7,425.00 | $37.27 | $27,952.50 |
| 4 | COMPACTING EMBANKMENT | CY | 360 | $17.50 | $6,300.00 | $23.10 | $8,316.00 | $20.00 | $7,200.00 |
| 5 | EXCAVATION OF STRUCTURE | CY | 110 | $21.00 | $2,310.00 | $71.50 | $7,865.00 | $60.00 | $6,600.00 |
| 6 | 6" CRUSHED STONE BASE (3" MINUS) | SY | 90 | $40.00 | $3,600.00 | $53.90 | $4,851.00 | $27.28 | $2,455.20 |
| 7 | 3" CRUSHED STONE BASE (1.5" MINUS) | SY | 90 | $35.00 | $3,150.00 | $53.90 | $4,851.00 | $27.28 | $2,455.20 |
| 8 | 3" CRUSHED STONE SURFACE (MODOT TYPE 5) | SY | 90 | $35.00 | $3,150.00 | $53.90 | $4,851.00 | $27.28 | $2,455.20 |
| 9 | ROCK BLANKET W/ GEOTEXTILE FABRIC | CY | 450 | $78.00 | $35,100.00 | $82.78 | $37,251.00 | $67.00 | $30,150.00 |
| 10 | TRAFFIC CONTROL | LS | 1 | $2,500.00 | $2,500.00 | $5,500.00 | $5,500.00 | $7,500.00 | $7,500.00 |
| 11 | MOBILIZATION | LS | 1 | $15,800.00 | $15,800.00 | $110,000.00 | $110,000.00 | $10,000.00 | $10,000.00 |
| 12 | CONTRACTOR STAKING | LS | 1 | $3,500.00 | $3,500.00 | $13,200.00 | $13,200.00 | $3,500.00 | $3,500.00 |
| 13 | FENCE | LF | 56 | $15.00 | $840.00 | $110.00 | $6,160.00 | $1,000.00 | $1,900.00 |
| 14 | CLASS MB-2 CONCRETE SUBSTRUCTURE | CY | 31 | $750.00 | $23,250.00 | $330.00 | $10,230.00 | $1,129.00 | $34,999.00 |
| 15 | FLOWABLE FILL | CY | 1 | $1,500.00 | $1,500.00 | $440.00 | $440.00 | $4,000.00 | $4,000.00 |
| 16 | REINFORCING STEEL | LBS | 1,970 | $3.90 | $7,683.00 | $12.10 | $23,837.00 | $10.65 | $20,980.50 |
| 17 | VERTICAL DRAIN AT END BENT | EA | 1 | $2,500.00 | $2,500.00 | $330.00 | $330.00 | $8,000.00 | $8,000.00 |
| 18 | COMPACTION TESTING | LS | 1 | $1,200.00 | $1,200.00 | $12,980.00 | $12,980.00 | $2,500.00 | $2,500.00 |
| 19 | CONCRETE TESTING | LS | 1 | $1,200.00 | $1,200.00 | $12,980.00 | $12,980.00 | $2,500.00 | $2,500.00 |
| 20 | EROSION CONTROL | LS | 1 | $3,000.00 | $3,000.00 | $5,500.00 | $5,500.00 | $5,000.00 | $5,000.00 |
| 21 | RESTORATION | LS | 1 | $4,800.00 | $4,800.00 | $2,750.00 | $2,750.00 | $5,000.00 | $5,000.00 |
| | **Roadway & Bridge Subtotal** | | | | **$139,258.00** | | **$290,317.00** | | **$192,247.60** |

| **Total Construction** | | **$139,258.00** | | **$290,317.00** | | **$192,247.60** |
|---|---|---|---|---|---|---|
| Bid Response | | X | | X | | X |
| Work Authorization Certification | | X | | X | | X |
| Statement of Bidders Qualifications | | X | | X | | X |
| Anti-Collusion Statement | | X | | X | | X |
| Bid Bond | | X | | X | | X |
| Signature and Identity of Bidder | | X | | X | | X |
| Bidders Acknowledgment | | X | | X | | X |

# Limited Liability Company Details as of 7/27/2026

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.

RETURN TO SEARCH RESULTS | Create Filing: Amendment to Articles of Organization | FILE ONLINE | ORDER COPIES/ CERTIFICATES

General Information | Filings | Principal Office Address

| | | | |
|---|---|---|---|
| Name(s) | TB Dozing & Excavation, LLC | Principal Office Address | 23539 Carolina School Rd<br>Jamestown, MO 65046-2110 |
| Type | Limited Liability Company | Charter No. | LC014318468 |
| Domesticity | Domestic | Home State | |
| Registered Agent | Brown, Thomas A<br>23539 Carolina School Rd<br>Jamestown, MO 65046-2110 | Status | Active |
| Date Formed | 8/29/2021 | | |
| Duration | Perpetual | | |

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*Jul 24, 2026*

Roles and Subcontracting Plan Reporting Show Details
*Jul 15, 2026*

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- ◯ All Words ⓘ
- ◯ Exact Phrase ⓘ

e.g. 123456789, Smith Corp

"TB Dozing & Excavation, LLC" ×

Classification

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Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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Commission Order # 394-2026

# CONTRACT AGREEMENT

THIS AGREEMENT, **C001165**, made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **TB Dozing & Excavation, LLC** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 30-23JUL26 – Rippeto Road Bridge Approach & Embankment Repair**

and agrees to perform all the work required by the contract as shown on the plans and specifications

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

Notice to Bidders
Bid Form
Instructions to Bidders
Bid Response
Debarment Form
Work Authorization Certification
Statement of Bidder's Qualifications
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Insurance Requirements
Contract Conditions
Performance Bond
Labor and Material Payment Bond
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law
Contractor's Affidavit Regarding Settlement of Claims
General Specifications
Technical Specifications
General Provisions (Other Than MoDOT)
Job Special Provisions
State Wage Rates – Annual Wage Order #33
Boone County Standard Terms and Conditions
Project Plans and/or Details
Environmental and Cultural Permits and Clearances

The Contractor agrees that they are fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that their information was secured by personal investigation and research and not from any estimates of the Owner; and that they

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will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

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

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

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

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

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.

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

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

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

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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.

The Owner agrees to pay the Contractor in the amount:

**One Hundred Thirty-Nine Thousand Two Hundred Fifty-Eight Hundred Dollars and Zero Cents. ($139,258.00)**

as full compensation for the performance of the principal work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

08.11.2026 at Columbia, Missouri.
(Date)

**TB DOZING & EXCAVATION, LLC**

By Signed by: Thomas Brown
3DF3C95DAE50437...

Title Owner

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

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.)

| Signature | Date | Appropriation Account |
|---|---|---|
| DocuSigned by: Kyle Rieman by JS 1E3D6F2FD3CE04B1... | 8/4/2026 | 2041/71202 - $139,258.00 |

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

SBG BONDING

**Surety & Construction Specialists**

07/31/2026

Re: TB Dozing & Excavation, LLC
Obligee: Boone County Purchasing
Project: CONTRACT NUMBER C001165 (Bid Number 30-23JUL26)
RIPPETO ROAD BRIDGE APPROACH AND EMBANKMENT
REPAIR BOONE COUNTY, MISSOURI Bond#: S063408

Dear Sir or Madam,

Please let this letter serve as authorization to date the bonds and powers of attorney for the above captioned bonds. This authority may be extended by you to the owner, architect, or designated representatives.

Sincerely,

Sam Sealer

**Sam Sealer**
**Employers Mutual Casualty Company**
**Attorney in Fact**
972-979-3138
sam@sbgbonding.com

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# Missouri
# Division of Labor Standards
## WAGE AND HOUR SECTION

MIKE KEHOE, Governor

# Annual Wage Order No. 33

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, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

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

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91



## BOONE COUNTY

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|---|---|
| Asbestos Worker | $62.86 |
| Boilermaker | $35.49* |
| Bricklayer - Stone Mason | $58.67 |
| Carpenter | $57.56 |
| Lather | |
| Linoleum Layers & Cutter | |
| Millwright | |
| Pile Driver | |
| Cement Mason | $58.30 |
| Plasterer | |
| Communication Technician | $64.11 |
| Electrician (Inside Wireman) | $64.08 |
| Electrician (Outside Lineman) | $68.99 |
| Outside - Groundman | |
| Outside - Groundman Tree Trimmer | |
| Outside - Lineman Operator | |
| Outside - Lineman Tree Trimmer | |
| Elevator Constructor | $35.49* |
| Glazier | $35.49* |
| Iron Worker | $75.78 |
| Laborer | $47.99 |
| Laborer - First Semi-Skilled | |
| Laborer - General | |
| Laborer - Second Semi-Skilled | |
| Laborer - Skilled | |
| Mason | $61.63 |
| Marble Finisher | |
| Marble Mason | |
| Terrazzo Finisher | |
| Terrazzo Worker | |
| Tile Finisher | |
| Tile Setter | |
| Operating Engineer | $70.98 |
| Operating Engineer - Group I | |
| Operating Engineer - Group II | |
| Operating Engineer - Group III | |
| Operating Engineer - Group III - A | |
| Operating Engineer - Group IV | |
| Operating Engineer - Group V | |
| Painter | $45.72 |
| Plumber | $77.01 |
| Pipe Fitter | |
| Roofer/WaterProofer | $58.66 |
| Sheet Metal Worker | $60.12 |
| Sprinkler Fitter - Fire Protection | $72.54 |
| Truck Driver | $35.49* |
| Truck Control Service Driver | |
| Truck Driver, Teamsters Group I | |
| Truck Driver, Teamsters Group II | |
| Truck Driver, Teamsters Group III | |
| Truck Driver, Teamsters 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.**

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91



**BOONE COUNTY**

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|---|---|
| Carpenter | $64.47 |
| Millwright | |
| Pile Driver | |
| Electrician (Outside Lineman) | $87.28 |
| Outside - Groundman | |
| Outside - Groundman Tree Trimmer | |
| Outside - Lineman Operator | |
| Outside - Lineman Tree Trimmer | |
| Laborer | $55.55 |
| Laborer - General | |
| Laborer - Skilled | |
| Operating Engineer | $71.41 |
| Oiler-Driver | |
| Operating Engineer - Group I | |
| Operating Engineer - Group II | |
| Operating Engineer - Group III | |
| Operating Engineer - Group IV | |
| Truck Driver | $35.49* |
| Truck Control Service Driver | |
| Truck Driver, Teamsters Group I | |
| Truck Driver, Teamsters Group II | |
| Truck Driver, Teamsters Group III | |
| Truck Driver, Teamsters Group IV | |

**Use Heavy Construction Rates on Highway and Heavy construction in accordance iwth 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 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.**

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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.

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# NOTICE TO BIDDERS

**Boone County, Missouri is accepting sealed bids for the following Project.**

**Project Name**:

RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR

**Project Number:** **Bid Number:**

Bridge No. 4220008 30-23JUL26

**Scope of Project Construction:**

This project involves gravel roadway approach and embankment repair for an existing three-span bridge. Items include reinforced concrete encasement wall around existing piles, rock blanket w/geotextile fabric, flowable fill, compacting embankment, fence, and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **Thursday, July 9, 2026** at **10:00 a.m.** in the Boone County Purchasing Office Conference Room, 5551 S. Tom Bass Road, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m.** on **Thursday, July 16, 2026**. **Technical questions should be directed to the Project Manager and cc'd to the Purchasing Buyer**.

**Bids Accepted Until:**

Sealed bids will be accepted until **11:00 a.m.** on **Thursday, July 23, 2026** at the Boone County Purchasing Office, 5551 S. Tom Bass Road, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened. **Optional Electronic Submission of Bids** – The Boone County Purchasing Department allows for secure on-line bidding using Euna Solutions. Bidders may register, at no cost, at the website: bocomobids.ionwave.net and must be registered in order to submit a bid electronically.

**Bids Opened After:**

Bids will be publicly opened after **11:00 a.m.** on **Thursday, July 23, 2026** in the Boone County Purchasing Office Conference Room, 5551 S. Tom Bass Road, Columbia, Missouri 65201.

**Contract Time:**

20 Working Days but must be completed by October 23, 2026. Holidays listed in the Annual Wage Order, included in Appendix A: State Wage Rates of the Contract Documents, will be utilized to track Working Days.

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**Liquidated Damages:**

$1,000.00 per Working Day beyond the Contract Time.

**Anticipated Notice To Proceed Date:**

On or about August 20, 2026. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768, Email: orders@adsmo.net. Paper copies are available for a non-refundable fee of $60.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at https://www.adsplanroom.net/.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91



# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
TB Dozing & Excavation, LLC

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Compnay

a Corporation, organized under the laws of the State of Iowa and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of One Hundred Thirty Nine Thousand Two Hundred Fifty Eight and 0/100 ($139,258.00) Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

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

**CONTRACT NUMBER C001165 (Bid Number 30-23JUL26)**
**RIPPETO ROAD BRIDGE APPROACH AND EMBANKMENT REPAIR**
**BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

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

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

CONTRACTOR TB Dozing & Excavation, LLC

BY: _____

(SEAL)

BY: _____

Employers Mutual Casualty Company

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: Sam Sealer
Phone Number: 972-979-3138
Address: 4020 N. MacArthur Blvd Suite 122, Irving, TX 75038

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91



# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, TB Dozing & Excavation, LLC,
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company
a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

One Hundred Thirty Nine Thousand Two Hundred Fifty Eight and 0/100 DOLLARS

($ 139,258.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

**CONTRACT NUMBER C001165 (Bid Number 30-23JUL26)**
**RIPPETO ROAD BRIDGE APPROACH AND EMBANKMENT REPAIR**
**BOONE COUNTY, MISSOURI**

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

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

CONTRACTOR TB Dozing & Excavation, LLC

BY: _____

SURETY COMPANY Employers Mutual Casualty Company

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: Sam Sealer

Phone Number: 972-979-3138

Address: 4020 N. MacArthur Blvd Suite 122, Irving, TX 75038

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

**1. Employers Mutual Casualty Company, an Iowa Corporation**
**2. EMCASCO Insurance Company, an Iowa Corporation**
**3. Union Insurance Company of Providence, an Iowa Corporation**
**4. Illinois EMCASCO Insurance Company, an Iowa Corporation**
**5. Dakota Fire Insurance Company, a North Dakota Corporation**
**6. EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

| Surety Bond Number | Principal: | Obligee: |
|---|---|---|
| S063408 | TB Dozing & Excavation LLC | |

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

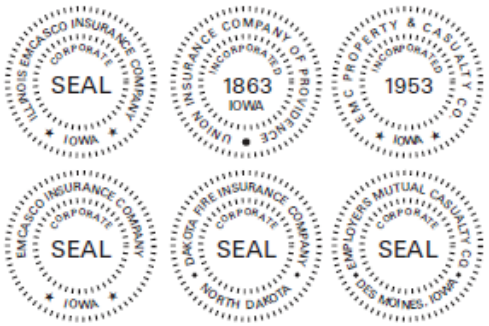
# AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals




NOTARIAL SEAL IOWA
**AMY DANIEL**
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

# CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____ , _____.

_____ Vice President

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2026

**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**<br>HM Advisors<br>211 Independence Drive<br>Warner Robins GA 31088 | **CONTACT NAME:** Susan Copeland<br>**PHONE (A/C, No, Ext):** 478-922-8531 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** scopeland@hm-advisors.com |
| **INSURED** TBDOZIN-01<br>TB Dozing and Excavation, LLC<br>100 E Row St<br>Jamestown MO 65046-1108 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Western World Insurance Compan<br>**INSURER B :** Berkshire Hathaway Homestate I — 20044<br>**INSURER C :** Evanston Insurance Company — 35378<br>**INSURER D :** Kinsale Insurance Company<br>**INSURER E :** Fortegra Specialty Insurance C — 16823<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 578549655 **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 | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | NPP6249781 | 5/11/2026 | 5/11/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B<br>E | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 02APM066736-01<br>BINDER | 3/3/2026<br>5/26/2026 | 3/3/2027<br>5/26/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C<br>D | [ ] **UMBRELLA LIAB** [X] OCCUR<br>[X] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | EZXS3244594<br>0100434029-0 | 5/11/2026<br>3/3/2026 | 5/11/2027<br>3/3/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

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

**CERTIFICATE HOLDER**

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia MO 65201

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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Boone County Missouri Purchasing
5551 S. Tom Bass Road
Columbia, Mo 65201

SEALED BID FOR:
30-23JUL26
Rippeto Road Bridge Approach &
Embankment Repair

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

BOONE COUNTY COMMISSION, MO
RIPPETO ROAD BRIDGE APPROACH EMBANKMENT REPAIR
06/19/2026

## BID FORM

S RIPPETO ROAD BRIDGE NO. 4220008

### ROADWAY & BRIDGE ITEMS

| LINE NO. | DESCRIPTION | UNIT | QUANTITY | UNIT COST | COST |
|---|---|---|---|---|---|
| 1 | CLEARING AND GRUBBING (0.02 ACRES) | LS | 1 | $3,500.00 | $3,500.00 |
| 2 | REMOVAL OF IMPROVEMENTS | LS | 1 | $5,000.00 | $5,000.00 |
| 3 | EXCAVATION | CY | 750 | $12.50 | $9,375.00 |
| 4 | COMPACTING EMBANKMENT | CY | 360 | $17.50 | $6,300.00 |
| 5 | EXCAVATION OF STRUCTURE | CY | 110 | $21.00 | $2,310.00 |
| 6 | 6" CRUSHED STONE BASE (3" MINUS) | SY | 90 | $40.00 | $3,600.00 |
| 7 | 3" CRUSHED STONE BASE (1.5" MINUS) | SY | 90 | $35.00 | $3,150.00 |
| 8 | 3" CRUSHED STONE SURFACE (MODOT TYPE 5) | SY | 90 | $35.00 | $3,150.00 |
| 9 | ROCK BLANKET W/ GEOTEXTILE FABRIC | CY | 450 | $78.00 | $35,100.00 |
| 10 | TRAFFIC CONTROL | LS | 1 | $2,500.00 | $2,500.00 |
| 11 | MOBILIZATION | LS | 1 | $15,800.00 | $15,800.00 |
| 12 | CONTRACTOR STAKING | LS | 1 | $3,500.00 | $3,500.00 |
| 13 | FENCE | LF | 56 | $15.00 | $840.00 |
| 14 | CLASS MB-2 CONCRETE SUBSTRUCTURE | CY | 31 | $750.00 | $23,250.00 |
| 15 | FLOWABLE FILL | CY | 1 | $1,500.00 | $1,500.00 |
| 16 | REINFORCING STEEL | LBS | 1,970 | $3.90 | $7,683.00 |
| 17 | VERTICAL DRAIN AT END BENT | EA | 1 | $2,500.00 | $2,500.00 |
| 18 | COMPACTION TESTING | LS | 1 | $1,200.00 | $1,200.00 |
| 19 | CONCRETE TESTING | LS | 1 | $1,200.00 | $1,200.00 |
| 20 | EROSION CONTROL | LS | 1 | $3,000.00 | $3,000.00 |
| 21 | RESTORATION | LS | 1 | $4,800.00 | $4,800.00 |

ROADWAY & BRIDGE SUBTOTAL $139,258.00

**TOTAL CONSTRUCTION** $139,258.00

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***All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.***

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| DATE | ADDENDUM NUMBER |
|---|---|
| July, 14 2026 | Add. #1 |
| | |
| | |

In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

COMPANY NAME: TB Dozing & Excavation, LLC

ADDRESS: 100 E Row Street

CITY, STATE, ZIP: Jamestown, MO, 65046

PHONE NUMBER: 573-533-8060

EMAIL ADDRESS: tbdozing.services@gmail.com

AUTHORIZED REPRESENTATIVE: Morgan Heiland

TITLE: Secretary

SIGNATURE: Morgan Heiland

Prompt Payment Terms: _____

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

**List all Sub-Contractors planned to be utilized on this project.**

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# INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder through DocuSign, it will be accompanied by the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign the contract electronically through DocuSign. Required Bonds shall be returned separately to the Purchasing Department. They are not signed electronically in DocuSign. Bid Bonds must be physically turned into the Purchasing Department within 24 hours of bid opening.

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Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project**.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Bidder should be sure to complete the following forms and shall attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

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# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT:** Rippeto Road Bridge Approach Embankment Repair

**Project No.:** 4220008

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

**SECTION I**

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20),** together with the "General Specifications", "Technical Specifications", General Provisions, and "Job Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

**SECTION II**

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

**SECTION III**

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

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**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

A certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID must be included with Bidder's *Bid Response*. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies they have read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses Docusign for electronic signature of contract and for making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Firm Name: TB Dozing & Excavation, LLC

By: [signature] (Signature)

Thomas Brown (Print or Type Name)

Title: Owner

Address: 100 E Row Street

City, State, Zip: Jamestown, MO, 65046

Phone: 573-533-8060

Fax:

Email Address: tb dozing.services@gmail.com

Date: 7/21/2026

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(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Morgan Heiland Secretary

Name and Title of Authorized Representative

Morgan Heiland

Signature

7/21/2026

Date

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## COUNTY OF BOONE-MISSOURI
# 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 the County contracts 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 your contract amount is in excess of $5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 2200323

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and TB Dozing & Excavation LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

   a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

E-Verify verification of all existing employees within 180 days after the election.

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

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

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

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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

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

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

## C. RESPONSIBILITIES OF SSA

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

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

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

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

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

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

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

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

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

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

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

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

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

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

## B. REFERRAL TO DHS

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

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

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

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

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

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

## ARTICLE VI
## PARTIES

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

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

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

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

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

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

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 2200323

**Approved by:**

| **Employer** | |
|---|---|
| TB Dozing & Excavation LLC | |
| **Name** (Please Type or Print)<br>Diane L Schmittou | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/06/2023 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/06/2023 |

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E-Verify

**Company ID Number:** 2200323

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | TB Dozing & Excavation LLC |
| **Company Facility Address** | 23539 Carolina School Road<br>Jamestown, MO 65046 |
| **Company Alternate Address** | 100 E Row St<br>Jamestown, MO 65046 |
| **County or Parish** | MONITEAU |
| **Employer Identification Number** | 921304668 |
| **North American Industry Classification Systems Code** | 237 |
| **Parent Company** | |
| **Number of Employees** | 5 to 9 |
| **Number of Sites Verified for** | 2 site(s) |

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 2200323

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

| | |
|---|---|
| MO | 2 |

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E-Verify

**Company ID Number:** 2200323

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

| | |
|---|---|
| Name | Sabrina Salmons |
| Phone Number | 5735338060 |
| Fax | |
| Email | TBDozing.Services@Gmail.com |

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 2200323

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

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**COUNTY OF BOONE-MISSOURI**

# WORK AUTHORIZATION CERTIFICATION

**PURSUANT TO 285.530 RSMo**

**(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)**

County of Moniteau )
)ss
State of Missouri )

My name is Thomas Brown. I am an authorized agent of TB Dozing & Excavation LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that 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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

TB 7/21/2026

Affiant Date

Thomas Brown

Printed Name

Subscribed and sworn to before me this 21st day of July, 2026.

Geanette Flatt

Notary Public

**Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

GEANETTE FLATT
Notary Public, Notary Seal
State of Missouri
Moniteau County
Commission # 11415922
My Commission Expires 01-13-2028

An Affirmative Action/Equal Opportunity Institution

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*If the vendor is an individual bidding to the County, the Vendor shall complete this page by identifying the applicable option below*

## CERTIFICATION OF INDIVIDUAL BIDDER

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

*Choose one of the three following options as it applies:*

**Option**

_____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

_____2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

_____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

_____ _____ _____

Applicant Date Printed Name

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

*See Previous Page*

State of Missouri )
)SS.
County of Moniteau )

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

7/21/2026
Date

Signature

921304668
Social Security Number
or Other Federal I.D. Number

Thomas Brown
Printed Name

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

Notary Public

My Commission Expires: 1-13-28

GEANETTE FLATT
Notary Public, Notary Seal
State of Missouri
Moniteau County
Commission # 11415922
My Commission Expires 01-13-2028

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# STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: TB Dozing & Excavation, LLC
2. Business Address: 100 E Row Street
   Jamestown, MO, 65046
3. When Organized: 8/29/21
4. When Incorporated: 8/29/21
5. If not incorporated, state type of business and provide your federal tax identification number:
6. Number of years engaged in contracting business under present firm name:
   5
7. If you have done business under a different name, please give name and location:
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each:
    * see Attached
12. List of projects currently in progress: see attached *

* Attach additional sheets as necessary *

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**2025 Completed Jobs**

Meta Elementary Memorial Park- $226,085.00

Harrisburg Rebuild Short Street & Speed Tables on Drane Street-$149,485.00

Pollock Rd & Teal Lake Mexico MO- $322,168.03

Galena Drive Cole County- $65,659.90

Grand Ave. Water Main Replacement Sedalia MO- $153,133.91

Meta CDBG Stormwater Improvements-$304,919.40

**2026 Projects In Progress**

Hwy 135&4th Street Sidewalk Improvements Pilot Grove MO-$514,141.60

Curtis Ave. Stormwater Improvements Columbia MO- $116,522.00

Sexton/McBaine Stormwater Improvements Columbia MO- $ 527,249.57

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# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Moniteau

Thomas Brown, being first duly sworn, deposes and

says that he is Owner
(Title of Person Signing)

of TB Dozing & Excavation, LLC
(Name of Bidder)

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

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

By Thomas B

By _____

By _____

Sworn to before me this 21st day of July, 20 26

Geanette Flatt
Notary Public

My Commission Expires 1-13-2028

GEANETTE FLATT
Notary Public, Notary Seal
State of Missouri
Moniteau County
Commission # 11415922
My Commission Expires 01-13-2028

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# SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual ( ) partnership (X) LLC
( ) corporation, incorporated under laws of the state of _____
( ) other: _____

| Name of individual, all partners, or joint venturers: | Address of each: |
|---|---|
| Thomas Brown | 23539 Carolina School Rd, Jamestown, Mo. 65046 |
| | |
| | |

doing business under the name of:

| | |
|---|---|
| TB Dozing & Excavation, LLC | 100 E Rout St. Jamestown, Mo. 65046 |
| (If using a fictitious name, show this name above in addition to legal names) | Address of principal place of business in Missouri |
| | |
| (If a corporation - show its name above) | Address of principal place of business in Missouri |

**ATTEST:**

Sheila L. Williams
(Signature)

Sheila L. Williams
(Print Name and Title)

Dated 7-22-2026, 2026.

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Moniteau

On this 21st day of July, 20 26

before me appeared Thomas Brown to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Owner
President or other agent

of TB Dozing & Excavation LLC ; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at 3 . pm the day and year first above written.

GEANETTE FLATT
Notary Public, Notary Seal
State of Missouri
Moniteau County
Commission # 11415922
My Commission Expires 01-13-2028

(SEAL) _____ Notary Public

My Commission expires 1-13 . 20 28

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# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*
TB Dozing & Excavation LLC
23539 Carolina School Rd
Jamestown, MO 65046

**SURETY:**
*(Name, legal status and principal place of business)*
Employers Mutual Casualty Company
717 Mulberry Street
Des Moines, IA 50309

**OWNER:**
*(Name, legal status and address)*
Boone County of Missouri
5551 S. Tom Base Road
Columbia, MO 65201

**BOND AMOUNT:** $Five percent (5%) of Bid Amount

**PROJECT:**
*(Name, location or address, and Project number, if any)*
Rippeto Rd Bridge Approach/ Embankment Repair

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this 23rd Day of July, 2026.

Sheila L. Williams
(Witness)

Hannah Marie
(Witness)

(Principal) (Seal)

Owner
(Title)

Sam Sealer
(Surety) (Seal)

Sam Sealer, Attorney in Fact
(Title)

TB Dozing & Excavation, LLC
LIMITED LIABILITY COMPANY
SEAL
Missouri
2021

EMPLOYERS MUTUAL CASUALTY CO
CORPORATE
SEAL
DES MOINES, IOWA

Init.

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User Notes: (877099080)

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

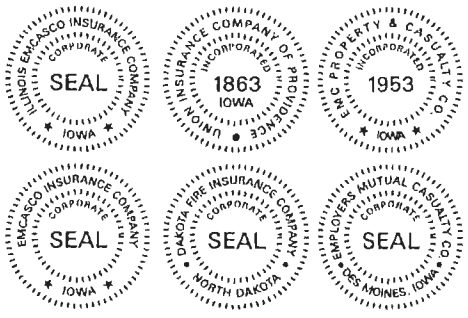
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals




Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of July , 2026 .

Ryan J. Springer Vice President



"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

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# RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR

**Project Number: Bridge No. 4220008**

## Bid Number: 30-23JUL26

### CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications,
General Provisions, and
Job Special Provisions

### BOONE COUNTY COMMISSION

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

### BOONE COUNTY RESOURCE MANAGEMENT

Jeff McCann, P.E., Chief Engineer

### *PROJECT MANAGER

Jeff McCann
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: N/A
E-mail: jmccann@boonemo.gov

### BOONE COUNTY PURCHASING

Brijanna Purdy, Buyer
5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4394
E-mail: BPURDY@boonemo.gov

### ENGINEER OF RECORD

STATE OF MISSOURI
DUSTIN RAY BERRY
NUMBER PE-2015000530
06/23/2026
PROFESSIONAL ENGINEER

Dustin R. Berry, P.E.
Professional Engineer
MO Lic. # PE-2015000530

Midwest Engineering Group, LLC
MO Engineering Corp. # 2020012015
201 W. Switzler St., Suite 3
Centralia, MO 65240
Phone: 660-676-8202
Fax:

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.***

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***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

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**BOONE COUNTY, MISSOURI**
**Request for Bid #: 30-23JUL26**
**Rippeto Road Bridge Approach & Embankment Repair**

**ADDENDUM #1 - Issued July 14, 2026**

This addendum is issued in accordance with the Request for Bid Notice to Bidders and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Pre-Bid Meeting Sign-In Sheet:

   The Pre-Bid Meeting Sign-In Sheet has been included for your information.

2. Questions and Answers:

   **Q1** – Will working days be counted if the creek is flooded after construction begins?
   **A1** – Working days will not be counted on days the Engineer determines the major work operation can not be completed due to floodwater elevation.
   **Q2** – Is removal of log jam debris on the upstream side of the bridge included in this contract?
   **A2** – No. Log jam removal will be completed by a separate contract prior to construction.

3. Specifications – Appendix D:

   Add the attached U.S. Army Corps of Engineers permit document (29 sheets) to Appendix D of the Specifications book.

By: Brijanna Purdy
Brijanna Purdy, Buyer
Boone County Purchasing

Approved: Dustin R. Berry, P.E.
Professional Engineer
MO Lic. # PE-2015000530

Midwest Engineering Group, LLC
MO Engineering Corp. # 2020012015
201 W. Switzler St., Suite 3
Centralia, Missouri 65240
Phone: 660-676-8202
Fax: N/A

STATE OF MISSOURI
DUSTIN RAY BERRY
NUMBER PE-2015000530
07/14/2026
PROFESSIONAL ENGINEER

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OFFEROR has examined copy of Addendum #1 to Request for Bid # 30-23JUL26 – Rippeto Road Bridge Approach & Embankment Repair, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

_____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

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# REQUEST FOR BID
# PRE-BID MEETING
# SIGN-IN SHEET

**30-23JUL26 – RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR**

| | Representative Name | Business Name | Telephone Number |
|---|---|---|---|
| 1. | Amy Gerskin ~~Brijanna Purdy~~ | Boone County Purchasing | 573-886-4398 |
| 2. | Brayden Kelly | GBK Excavating | 573-239-7496 |
| 3. | Brock Sublett | Sublett Concrete | 573-864-3989 |
| 4. | Rose Morris | B.A.M Farms | 573-881-1428 |
| 5. | Brayam Jimenez | Boone County purchasing | 573-550-4149 |
| 6. | Jeff McCann | BCRM | 573-886-4478 |
| 7. | | | |
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**DEPARTMENT OF THE ARMY**
**U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT**
**601 E. 12TH STREET, 635 FEDERAL BUILDING**
**KANSAS CITY, MO 64106-2824**

June 24, 2026

Regulatory Division
(NWK-2026-00290)
(Boone, MO, NWP 3)

Mr. Dustin Berry
Midwest Engineering Group, LLC
201 West Switzler Street, Suite 3
Centralia, MO 65240

Dear Mr. Berry:

This letter pertains to an application submitted on behalf of Boone County for a Department of the Army permit. It was received on May 4, 2026. The proposed work concerns the repair and maintenance of the embankments to Bridge No. 4220008. This will involve the placement of fill material within Bonne Femme Creek. The project is located in Section 10, Township 46 North, Range 13 West, Boone County, Missouri (Lat. 38.790257, Long. -92.373039).

The U.S. Army Corps of Engineers (USACE) has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from USACE under Section 404 of the Clean Water Act (33 USC 1344). The implementing regulation for this Act is found at 33 CFR 320-332.

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit **(NWP) 3**, provided you ensure that the conditions listed in the enclosed copy of excerpts from the January 8, 2026, USACE (91 FR 768), Reissuance and Modification of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: https://www.nwk.usace.army.mil/Missions/Regulatory/Nation-Wide-Permits/

USACE's decision to verify this project is based on the provided plans and project description submitted in the application. Deviations to project designs should be coordinated with this office to ensure compliance with terms and conditions of this permit verification.

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in the attached Missouri Section 401 Water Quality Certification (WQC) document. All conditions included in the WQC are conditions of the NWP authorization. Please review all conditions associated with this NWP. Per 40 CFR Part 121.11(c) USACE is responsible for enforcing WQC conditions that are incorporated into this permit verification. If you have any questions concerning state WQC standards or compliance issues with the associated certification conditions, please contact the project manager at the phone number and/or email provided below.

**General condition 30** requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 15, 2031. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit

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determination. Although USACE has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. You should verify this yourself.

In addition to the general conditions of this permit verification, the following special conditions apply to this permit. These conditions are required for compliance with Section 7 of the Endangered Species act.

a. Removal of suitable roost trees will not occur during the summer occupancy period (April 1 through October 15).

b. All work must be completed outside of the spawning season (March 1 – June 30) and all work must be conducted from the top of the bank.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, USACE Regulatory Program. Please feel free to Complete our Customer Service Survey form on our website at: https://regulatory.ops.usace.army.mil/customer-service-survey/. You may also call and request a paper copy of the survey which you may complete and return to us by mail.

Mr. Anthony Koch, Regulatory Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Koch at 816-400-6081 or by email at anthony.j.koch@usace.army.mil. Please reference Permit No. NWK-2026-00290 in all comments and/or inquiries relating to this project. This letter is only being provided to you electronically at: dberry@midwest-engineers.com.

Enclosures

cc (electronically w/o enclosures):

Environmental Protection Agency,
Permits and Wetlands Branch
U.S. Fish and Wildlife Service, Columbia, Missouri
Missouri Department of Natural Resources,
Water Protection Program
State Historic Preservation Office
Missouri Department of Conservation

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U.S. Army Corps of Engineers (USACE)

# CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

*Form Approved -*
*OMB No. 0710-0003*
*Expires 2027-10-31*

**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at [illegible]. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE:** This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

The certification can be submitted by email at Regulatory.MissouriState@usace.army.mil or by mail at the below address:

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, Missouri State Regulatory Office.

U.S. Army Corps of Engineers
Missouri State Regulatory Office
3705 Missouri Blvd., Suite A200
Jefferson City, MO 65109
Email: Regulatory.MissouriState@usace.army.mil

**COMPLETED BY THE CORPS**

| | |
|---|---|
| Corps Action Number: | NWK-2026-00290 |
| Permit Type: | Nationwide Permit |
| General Permit Number and Name (*if applicable*): | 3 (Maintenance) |
| Name of Permittee: | Boone County – POC: Jeff McCann |
| Project Name: | Boone County Bridge No. 4220008 Embankment Rehabilitation |
| Project Location (*physical address*): | Within Bonne Femme Creek, located in Section 10, Township 46 N, Range 13 W, Boone County, MO. (38.79025/-92.37303) |

**PERMITTEE'S CERTIFICATION**

Date Work Started: _____

Date Work Completed: _____

Enclose photographs showing the completed project (*if available*).

I _____ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

| Name | Date | Signature |
|---|---|---|
| | | |

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US Army Corps
of Engineers ®
Kansas City District

## NWP 3 Maintenance

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

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(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

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**Excerpts for 2026 Nationwide Permits**
**General Conditions, District Engineer's Decision, & Further Information**

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

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4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows, including tidal flows. The activity must not restrict or impede the passage of normal or high flows, including tidal flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance. If mats are used to minimize soil disturbance, the affected areas must be returned to pre-construction elevations, and revegetated as appropriate. In circumstances where the use of mats has caused significant soil compaction, efforts using techniques (e.g., soil reaeration techniques) to break up the compaction should be employed to return the soil to a pre-construction state prior to returning to pre-construction elevations.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

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13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a â€œstudy riverâ€ for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species.

(a.) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical

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habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization

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(e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal permittee should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http:// www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) No activity is authorized under any NWP which may have the potential to cause effects on properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

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(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects on any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects on historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is

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required. If NHPA section 106 consultation is required, the district engineer will notify the non-federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activities authorized by NWPs, must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the federal, tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands

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adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, because streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or

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enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/ protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory

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mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have

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been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality.

(a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed activity which may result in any discharge from a point source into waters of the United States must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by the certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed activity which may result in any discharge from a point source into waters of the United States in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed activity which may result in any discharge from a point source into waters of the United States is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge into waters of the United States, the permittee must submit a copy of the certification to the district engineer. The discharge into waters of the United States is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied (i.e., by the issuance of a water quality certification or a waiver and completion of the Section 401(a)(2) process).

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the division engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

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28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) The total acreage loss of waters of the United States for a single and complete project cannot exceed the acreage limit of the NWP with the highest specified acreage limit when multiple NWPs are used to authorize an activity.

(b) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States for that single and complete project cannot exceed that specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14 (which has an acreage limit of 1/3 acre in tidal waters), with associated bank stabilization authorized by NWP 13 (which does not have a specified acreage limit), the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(c) If two or more of the NWPs used to authorize the single and complete project have specified acreage limits, the acreage loss of waters of the United States authorized by each of those NWPs cannot exceed the specified acreage limits of each of those NWPs. For example, if a commercial development is constructed under NWP 39 (which as a 1/2-acre limit), and the single and complete project includes the filling of a ditch authorized by NWP 46 (which has a 1-acre limit), the maximum acreage loss of waters of the United States for the construction of the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States caused by the combination of the NWP 39 and NWP 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____
(Transferee)

_____
(Date)

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30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The successful completion of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once.

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However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s),

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regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of waters, wetlands, and other special aquatic sites on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate. For NWP 27 activities that require PCNs because of other general conditions or regional conditions imposed by division engineers, see Note 2 of that NWP;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the compensatory mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN

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must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

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(i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States;

(ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and

(iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases where the prospective permittee is not a federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

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D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add activity-specific conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed NWP activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. However, compensatory mitigation shall not be required for activities authorized by NWP 27 because those activities must result in net increases in aquatic resource functions and services (see the text of NWP 27). The district engineer will consider

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any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal when determining whether the net adverse environmental effects of the proposed NWP activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the proposed activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed NWP activity are more than minimal, then the district engineer will notify the applicant either:(a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN review period (unless additional time is required to comply with general conditions 16, 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

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**E. Further Information**

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

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Missouri Department of Natural Resources

**Clean Water Act Section 401 Water Quality Certification**
**2026 General and Specific Conditions**
Water Protection Program
Division of Environmental Quality

Consistent with Section 401 of the Clean Water Act (CWA), 33 U.S.C. § 1341, the Missouri Department of Natural Resources (department) has designed these precertification conditions to ensure activities carried out in Missouri pursuant to Nationwide Permits (NWPs) authorized by the U.S. Army Corps of Engineers (USACE) will comply with Missouri water quality requirements. Unless otherwise stated, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this programmatic Water Quality Certification (WQC) apply to those authorized projects where the project proponent has chosen to accept these conditions instead of pursuing an individual CWA Section 401 WQC for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 6, 7, 13, 15, 16, 18, 19, 22, 23, 25, 27, 29, 30, 31, 32, 36, 37, 39, 40, 42, 43, 45, 46, 54, and 59.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 12, 14, 20, 33, 41, 53, 57, and 58.

Alternatively, a project proponent may apply to the department for individual WQC if it does not wish to accept the conditions outlined in this document.

NWPs 1, 2, 8, 9, 10, 11, 28, and 35 authorize projects pursuant to Section 10 of the Rivers and Harbors Act of 1899 only. These NWPs do not require CWA Section 401 WQC because they authorize activities which, in the opinion of the USACE, could not reasonably be expected to result in a discharge into waters of the United States. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the USACE determines the activity is likely to result in a discharge during construction or operation, the department has discretion to require a WQC for the Section 10 activity. The USACE may advise a Section 10 permit project proponent that it might need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Section 644.037, RSMo, the department shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri. Because NWPs are minimal impact, Missouri does not have water quality standards specific to wetlands, and only the general criteria apply, discharges to wetlands from projects authorized by NWPs will comply with water quality requirements.

Pursuant to Section 644.038, RSMo, the department shall certify without conditions all NWPs for impacts in all waters of the state for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. A Memorandum of Understanding between the Missouri Departments of Natural Resources and Transportation contains the requirements by which the Missouri Department of Transportation will design and construct such projects in order to protect the water quality of waters of the state. Therefore, the department grants programmatic WQC for all NWPs without conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission, because any discharges from these projects will comply with water quality requirements.

These general and specific conditions were written in accordance with the Missouri Code of State Regulations (CSR) as of May 2025. Citations and references to specific parts of the CSR used in this document may change over time. Regardless of this, all projects that receive a WQC will be subject to following these conditions over the course of the entire project as well as ensuring that Missouri State Water Quality Standards will not be violated.

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## GENERAL CONDITIONS

1. A stream's pattern, profile, dimension, and gradient shall not be altered outside of the designs provided for the USACE Nationwide Permit Authorization process. This includes but is not limited to sinuosity, slope, and channel width. Additionally, certified projects shall not promote or accelerate stream bed or bank erosion after the completion of project construction [10 CSR 20-7.031(4)(H)].

2. Hard armoring of both sides, and the bottom of a stream within the same reach for over 100 linear feet (LF) is not allowed unless required for a bank stabilization or linear transportation project. Widening of the stream channel is not allowed unless required for proper grading during bank stabilization projects or for replacement or repair of an existing culvert or bridge system as part of a linear transportation project. Burial of a stream is not allowed [10 CSR 20-7.031(4)(H)].

3. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed in the stream channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin. Following these requirements will ensure compliance with the Missouri Water Quality Standards [10 CSR 20-7.031(4)(H)].

4. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected and shall not be used due to their potential to cause violations of the general criteria of Missouri's Water Quality Standards [10 CSR 20-7.031(4)(A)-(H)]:
   a. Earthen fill, gravel and broken concrete where the material does not meet the Suitable Material specifications stated in the "Missouri Nationwide Permit Regional Conditions" (https://usace.contentdm.oclc.org/digital/collection/p16021coll11/id/2662/) in locations where erosive flows are expected to occur on a regular basis, such as streambanks and/or lake shorelines.
   b. Asphalt.
   c. Concrete with exposed rebar.
   d. Tires, vehicles or vehicle bodies, and construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
   e. Liquid concrete, including grouted riprap, if not placed in forms as part of an engineered structure.
   f. Any material containing chemicals that would result in violation of Missouri Water Quality Standards general criteria [10 CSR 20-7.031(4)] or specific criteria [10 CSR 20-7.031(5)].

5. Waste concrete or concrete rinsate shall be disposed of in a manner that does not result in discharge to any jurisdictional water ways [10 CSR 20-7.031(4)(A), (D), and (H)].

6. Missouri Water Quality Standards antidegradation requirements dictate that all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization, and prevention of water quality degradation are applied and maintained [10 CSR 20-7.031(3)(B)]; [10 CSR 20-7.031(4)(A)-(H)].

7. Only the minimum amount of trees and vegetation shall be removed for the proposed activity to be accomplished. This excludes the removal of invasive or noxious species. [10 CSR 20-7.031(3)(B)]. Invasive/noxious species shall be replaced with species native to the project area whenever possible.

8. Care shall be taken to keep machinery out of waterways. If work in the waterway is unavoidable, the duration, as well as the amount of disturbance to banks, substrate, and vegetation shall be minimized to prevent increases in turbidity. Fuel, oil, other petroleum products, equipment, construction materials, and any solid waste shall not be stored below the ordinary high-water mark at any time. Storage of these materials in flood-prone areas shall also be minimized. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters because of this operation [10 CSR 20-7.031(3)(A) and (B)] [10 CSR 20-7.031(4)(C) and (G)].

9. Any petroleum products and/or hazardous substances spilled into water or onto banks, or spilled products that may enter waters of the state shall be immediately cleaned up and properly disposed of. Any such spills shall be reported to the Department of Natural Resources' Environmental Emergency Response team within 24 hours at

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573-634-2436, or https://dnr.mo.gov/reporting/environmental-concern [Chapter 260.015, RSMo]; [10 CSR 20-7.031(4)(B)-(G)].

10. All efforts shall be made to minimize exposure of unprotected soils. Whenever possible, project activity shall be conducted at times of little or no rainfall to limit the amount of sediment disturbance [10 CSR 20-7.031(3)(B)].

11. Programmatic WQC is denied for any NWP issued on a water (stream/river segment or lake) that is listed in the Section 305(b) Integrated Water Quality Report that has been most recently approved by the EPA for: organic sediment, inorganic sediment, sedimentation/siltation, suspended solids, lead, cadmium, zinc, metals, aquatic macroinvertebrate bioassessments, fishes bioassessments, habitat assessment-streams, habitat loss, physical substrate habitat alterations, or unknown impairments [10 CSR 20-7.031(4-5)]. The Section 305(b) Integrated Water Quality Report includes the both the 303(d) impaired waters list and approved Total Maximum Daily Loads.

12. Programmatic WQC is denied for projects authorized by NWPs 17, 21, 34, 38, 44, 48, 49, 50, 51, 52, 55, and 56. Although intended to result in minimal impacts, these NWPs authorize activities that may contribute to impairments and result in noncompliance with Missouri's general water quality criteria [10 CSR 20-7.031(4)], including the requirement that all waters of the state shall be free from physical, chemical, and hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)], or noncompliance with Missouri's specific water quality criteria [10 CSR 20-7.031(5)]. Because programmatic WQC General or Specific Conditions cannot be established to address all concerns from the variety of impairments and activities authorized by these NWPs, the department requires individual review for WQC for these NWPs. Requirements for individual WQC will be determined on a case-by-case basis based on the specific projects, and additional testing, design, disposal, or BMP considerations may be required.

13. Compensatory Mitigation for loss of stream resources shall be completed in accordance with the Missouri Stream Mitigation method or other mitigation guidance currently approved for use in Missouri. Stream impacts shall only be mitigated with instream or riparian corridor credits. Compensatory mitigation shall only be performed within the state of Missouri [10 CSR 20-7.031(3)].

## SPECIFIC CONDITIONS

1. **Nationwide Permit 3** ***Maintenance***
   Silt, sediment, and debris removal shall be limited to a maximum cumulative total of 400 LF [10 CSR 20-7.031(3)].

2. **Nationwide Permit 4** ***Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities***
   Any inorganic or extraneous debris, such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill [10 CSR 20-7.031(4)(A) and (I)].

3. **Nationwide Permit 12** ***Oil and Natural Gas Pipeline Activities,***
   **Nationwide Permit 57** ***Electric Utility Line and Telecommunications Activities,*** and
   **Nationwide Permit 58** ***Utility Line Activities for Water and Other Substances***
   a. For project crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport. Material resulting from the activity shall not be side-cast into waters of the state for more than one month [10 CSR 20-7.031(3)(B)] [10 CSR 20-7.031(4)(B), (C), and (H)].
   b. If Horizontal Directional Drilling is used, drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-634-2436 [10 CSR 20-7.031(3)(B)] [Section 260.015 RSMo].
   c. Project crossings shall be placed as close to perpendicular as possible and shall be limited to a maximum crossing length of no more than one and one-half times the width of the stream [10 CSR 20-7.031(3)].

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4. **Nationwide Permit 14 *Linear Transportation Projects***
   a. The permittee shall propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project [10 CSR 20-7.031(4)(C) and (H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
   b. Where this NWP is used to authorize bridge and culvert structures, stream channel work shall be limited to a maximum cumulative total of 400 LF, upstream or downstream, of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a waterway [10 CSR 20-7.031(3)]; [10 CSR 20-7.031(4)(H)].

5. **Nationwide Permit 20 *Response Operations for Oil and Hazardous Substances***
   Oil and hazardous substance releases shall be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases [Section 260.015 RSMo].

6. **Nationwide Permit 33 *Temporary Construction, Access and Dewatering***
   a. The use of this NWP shall be limited to impacts of six months or less in duration [10 CSR 20-7.031(3)]
   b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project [10 CSR 20-7.031(4)(C) and (H)].

7. **Nationwide Permit 41 *Reshaping Existing Drainage Ditches***
   In-channel disposal of excavated material not used for reshaping activities is prohibited. [10 CSR 20-7.031(3)(B)] [10 CSR 20-7.031(4)(B), -(C), and -(H)].

8. **Nationwide Permit 53 *Removal of Low-Head Dams***
   a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project [10 CSR 20-7.031(4)(C) and (H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
   b. Stream channel work shall be limited to a maximum cumulative total of 400 LF [10 CSR 20-7.031(3)]; [10 CSR 20-7.031(4)(H)].
   c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications [10 CSR 20-7.031(4)(H)]. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

Requests for WQC should be sent electronically to [redacted]. The request should include a project narrative for the proposed project, a copy of the permit application submitted to USACE, and any readily available water quality related materials that informed the development of USACE permit or application. The department may request additional information prior to providing a WQC decision to ensure Missouri water quality requirements are met, such as a response to comments from the department, other resource agencies, and/or the public; planned compensatory mitigation; and/or an analysis of practicable alternatives.

For more information:
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
[redacted] 800-361-4827 or 573-522-4502

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**BOONE COUNTY, MISSOURI**
**Request for Bid #: 30-23JUL26**
**Rippeto Road Bridge Approach & Embankment Repair**

**ADDENDUM #1 - Issued July 14, 2026**

This addendum is issued in accordance with the Request for Bid Notice to Bidders and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Pre-Bid Meeting Sign-In Sheet:

   The Pre-Bid Meeting Sign-In Sheet has been included for your information.

2. Questions and Answers:

   **Q1** – Will working days be counted if the creek is flooded after construction begins?
   **A1** – Working days will not be counted on days the Engineer determines the major work operation can not be completed due to floodwater elevation.
   **Q2** – Is removal of log jam debris on the upstream side of the bridge included in this contract?
   **A2** – No. Log jam removal will be completed by a separate contract prior to construction.

3. Specifications – Appendix D:

   Add the attached U.S. Army Corps of Engineers permit document (29 sheets) to Appendix D of the Specifications book.

By: Brijanna Purdy
Brijanna Purdy, Buyer
Boone County Purchasing

Approved: Dustin R. Berry, P.E.
Professional Engineer
MO Lic. # PE-2015000530

Midwest Engineering Group, LLC
MO Engineering Corp. # 2020012015
201 W. Switzler St., Suite 3
Centralia, Missouri 65240
Phone: 660-676-8202
Fax: N/A

STATE OF MISSOURI
DUSTIN RAY BERRY
NUMBER PE-2015000530
07/14/2026
PROFESSIONAL ENGINEER

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

OFFEROR has examined copy of Addendum #1 to Request for Bid # 30-23JUL26 – Rippeto Road Bridge Approach & Embankment Repair, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

_____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

# REQUEST FOR BID
# PRE-BID MEETING
# SIGN-IN SHEET

**30-23JUL26 – RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR**

| | Representative Name | Business Name | Telephone Number |
|---|---|---|---|
| 1. | Amy Gerstein ~~Brijanna Purdy~~ | Boone County Purchasing | 573-886-4395 |
| 2. | Brayden Kelly | GBK Excavating | 573-239-7496 |
| 3. | Brock Sublett | Sublett Concrete | 573-864-3989 |
| 4. | Rose Morris | B & M Farms | 573-881-1428 |
| 5. | Brayam Jimenez | Boone County Purchasing | 573-550-4149 |
| 6. | Jeff McCann | BCRM | 573-886-4478 |
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**DEPARTMENT OF THE ARMY**
**U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT**
**601 E. 12TH STREET, 635 FEDERAL BUILDING**
**KANSAS CITY, MO 64106-2824**

June 24, 2026

Regulatory Division
(NWK-2026-00290)
(Boone, MO, NWP 3)

Mr. Dustin Berry
Midwest Engineering Group, LLC
201 West Switzler Street, Suite 3
Centralia, MO 65240

Dear Mr. Berry:

This letter pertains to an application submitted on behalf of Boone County for a Department of the Army permit. It was received on May 4, 2026. The proposed work concerns the repair and maintenance of the embankments to Bridge No. 4220008. This will involve the placement of fill material within Bonne Femme Creek. The project is located in Section 10, Township 46 North, Range 13 West, Boone County, Missouri (Lat. 38.790257, Long. -92.373039).

The U.S. Army Corps of Engineers (USACE) has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from USACE under Section 404 of the Clean Water Act (33 USC 1344). The implementing regulation for this Act is found at 33 CFR 320-332.

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit **(NWP) 3**, provided you ensure that the conditions listed in the enclosed copy of excerpts from the January 8, 2026, USACE (91 FR 768), Reissuance and Modification of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: https://www.nwk.usace.army.mil/Missions/Regulatory/Nation-Wide-Permits/

USACE's decision to verify this project is based on the provided plans and project description submitted in the application. Deviations to project designs should be coordinated with this office to ensure compliance with terms and conditions of this permit verification.

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in the attached Missouri Section 401 Water Quality Certification (WQC) document. All conditions included in the WQC are conditions of the NWP authorization. Please review all conditions associated with this NWP. Per 40 CFR Part 121.11(c) USACE is responsible for enforcing WQC conditions that are incorporated into this permit verification. If you have any questions concerning state WQC standards or compliance issues with the associated certification conditions, please contact the project manager at the phone number and/or email provided below.

**General condition 30** requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 15, 2031. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit

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determination. Although USACE has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. You should verify this yourself.

In addition to the general conditions of this permit verification, the following special conditions apply to this permit. These conditions are required for compliance with Section 7 of the Endangered Species act.

a. Removal of suitable roost trees will not occur during the summer occupancy period (April 1 through October 15).

b. All work must be completed outside of the spawning season (March 1 – June 30) and all work must be conducted from the top of the bank.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, USACE Regulatory Program. Please feel free to Complete our Customer Service Survey form on our website at: https://regulatory.ops.usace.army.mil/customer-service-survey/. You may also call and request a paper copy of the survey which you may complete and return to us by mail.

Mr. Anthony Koch, Regulatory Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Koch at 816-400-6081 or by email at anthony.j.koch@usace.army.mil. Please reference Permit No. NWK-2026-00290 in all comments and/or inquiries relating to this project. This letter is only being provided to you electronically at: dberry@midwest-engineers.com.

Enclosures

cc (electronically w/o enclosures):

Environmental Protection Agency,
Permits and Wetlands Branch
U.S. Fish and Wildlife Service, Columbia, Missouri
Missouri Department of Natural Resources,
Water Protection Program
State Historic Preservation Office
Missouri Department of Conservation

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U.S. Army Corps of Engineers (USACE)

# CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

***Form Approved - OMB No. 0710-0003 Expires 2027-10-31***

**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE**: This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

The certification can be submitted by email at Regulatory.MissouriState@usace.army.mil or by mail at the below address:

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, Missouri State Regulatory Office.

U.S. Army Corps of Engineers
Missouri State Regulatory Office
3705 Missouri Blvd., Suite A200
Jefferson City, MO 65109
Email: Regulatory.MissouriState@usace.army.mil

## COMPLETED BY THE CORPS

| | |
|---|---|
| Corps Action Number: | NWK-2026-00290 |
| Permit Type: | Nationwide Permit |
| General Permit Number and Name (*if applicable*): | 3 (Maintenance) |
| Name of Permittee: | Boone County – POC: Jeff McCann |
| Project Name: | Boone County Bridge No. 4220008 Embankment Rehabilitation |
| Project Location (*physical address*): | Within Bonne Femme Creek, located in Section 10, Township 46 N, Range 13 W, Boone County, MO. (38.79025/-92.37303) |

## PERMITTEE'S CERTIFICATION

Date Work Started: _____

Date Work Completed: _____

Enclose photographs showing the completed project (*if available*).

I _____ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

| Name | Date | Signature |
|---|---|---|
| | | |

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US Army Corps of Engineers ®
Kansas City District

## NWP 3 Maintenance

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

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(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

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# Excerpts for 2026 Nationwide Permits
# General Conditions, District Engineer's Decision, & Further Information

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

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4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows, including tidal flows. The activity must not restrict or impede the passage of normal or high flows, including tidal flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance. If mats are used to minimize soil disturbance, the affected areas must be returned to pre-construction elevations, and revegetated as appropriate. In circumstances where the use of mats has caused significant soil compaction, efforts using techniques (e.g., soil reaeration techniques) to break up the compaction should be employed to return the soil to a pre-construction state prior to returning to pre-construction elevations.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

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13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a â€œstudy riverâ€ for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species.

(a.) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical

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habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization

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(e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal permittee should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) No activity is authorized under any NWP which may have the potential to cause effects on properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

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(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects on any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects on historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is

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required. If NHPA section 106 consultation is required, the district engineer will notify the non-federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activities authorized by NWPs, must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the federal, tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands

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adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, because streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or

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enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/ protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory

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mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have

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been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality.

(a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed activity which may result in any discharge from a point source into waters of the United States must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by the certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed activity which may result in any discharge from a point source into waters of the United States in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed activity which may result in any discharge from a point source into waters of the United States is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge into waters of the United States, the permittee must submit a copy of the certification to the district engineer. The discharge into waters of the United States is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied (i.e., by the issuance of a water quality certification or a waiver and completion of the Section 401(a)(2) process).

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the division engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

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28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) The total acreage loss of waters of the United States for a single and complete project cannot exceed the acreage limit of the NWP with the highest specified acreage limit when multiple NWPs are used to authorize an activity.

(b) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States for that single and complete project cannot exceed that specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14 (which has an acreage limit of 1/3 acre in tidal waters), with associated bank stabilization authorized by NWP 13 (which does not have a specified acreage limit), the maximum acreage loss of waters of the United States for the total project cannot exceed 1⁄3-acre.

(c) If two or more of the NWPs used to authorize the single and complete project have specified acreage limits, the acreage loss of waters of the United States authorized by each of those NWPs cannot exceed the specified acreage limits of each of those NWPs. For example, if a commercial development is constructed under NWP 39 (which as a 1/2-acre limit), and the single and complete project includes the filling of a ditch authorized by NWP 46 (which has a 1-acre limit), the maximum acreage loss of waters of the United States for the construction of the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States caused by the combination of the NWP 39 and NWP 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

_____
(Transferee)

_____
(Date)

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30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The successful completion of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once.

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However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s),

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regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of waters, wetlands, and other special aquatic sites on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate. For NWP 27 activities that require PCNs because of other general conditions or regional conditions imposed by division engineers, see Note 2 of that NWP;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the compensatory mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN

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must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

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(i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States;

(ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and

(iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases where the prospective permittee is not a federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

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D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add activity-specific conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed NWP activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. However, compensatory mitigation shall not be required for activities authorized by NWP 27 because those activities must result in net increases in aquatic resource functions and services (see the text of NWP 27). The district engineer will consider

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any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal when determining whether the net adverse environmental effects of the proposed NWP activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the proposed activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed NWP activity are more than minimal, then the district engineer will notify the applicant either:(a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN review period (unless additional time is required to comply with general conditions 16, 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

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## E. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

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Missouri Department of Natural Resources

**Clean Water Act Section 401 Water Quality Certification**
**2026 General and Specific Conditions**
Water Protection Program
Division of Environmental Quality

Consistent with Section 401 of the Clean Water Act (CWA), 33 U.S.C. § 1341, the Missouri Department of Natural Resources (department) has designed these precertification conditions to ensure activities carried out in Missouri pursuant to Nationwide Permits (NWPs) authorized by the U.S. Army Corps of Engineers (USACE) will comply with Missouri water quality requirements. Unless otherwise stated, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this programmatic Water Quality Certification (WQC) apply to those authorized projects where the project proponent has chosen to accept these conditions instead of pursuing an individual CWA Section 401 WQC for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 6, 7, 13, 15, 16, 18, 19, 22, 23, 25, 27, 29, 30, 31, 32, 36, 37, 39, 40, 42, 43, 45, 46, 54, and 59.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 12, 14, 20, 33, 41, 53, 57, and 58.

Alternatively, a project proponent may apply to the department for individual WQC if it does not wish to accept the conditions outlined in this document.

NWPs 1, 2, 8, 9, 10, 11, 28, and 35 authorize projects pursuant to Section 10 of the Rivers and Harbors Act of 1899 only. These NWPs do not require CWA Section 401 WQC because they authorize activities which, in the opinion of the USACE, could not reasonably be expected to result in a discharge into waters of the United States. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the USACE determines the activity is likely to result in a discharge during construction or operation, the department has discretion to require a WQC for the Section 10 activity. The USACE may advise a Section 10 permit project proponent that it might need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Section 644.037, RSMo, the department shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri. Because NWPs are minimal impact, Missouri does not have water quality standards specific to wetlands, and only the general criteria apply, discharges to wetlands from projects authorized by NWPs will comply with water quality requirements.

Pursuant to Section 644.038, RSMo, the department shall certify without conditions all NWPs for impacts in all waters of the state for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. A Memorandum of Understanding between the Missouri Departments of Natural Resources and Transportation contains the requirements by which the Missouri Department of Transportation will design and construct such projects in order to protect the water quality of waters of the state. Therefore, the department grants programmatic WQC for all NWPs without conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission, because any discharges from these projects will comply with water quality requirements.

These general and specific conditions were written in accordance with the Missouri Code of State Regulations (CSR) as of May 2025. Citations and references to specific parts of the CSR used in this document may change over time. Regardless of this, all projects that receive a WQC will be subject to following these conditions over the course of the entire project as well as ensuring that Missouri State Water Quality Standards will not be violated.

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**GENERAL CONDITIONS**

1. A stream's pattern, profile, dimension, and gradient shall not be altered outside of the designs provided for the USACE Nationwide Permit Authorization process. This includes but is not limited to sinuosity, slope, and channel width. Additionally, certified projects shall not promote or accelerate stream bed or bank erosion after the completion of project construction [10 CSR 20-7.031(4)(H)].

2. Hard armoring of both sides, and the bottom of a stream within the same reach for over 100 linear feet (LF) is not allowed unless required for a bank stabilization or linear transportation project. Widening of the stream channel is not allowed unless required for proper grading during bank stabilization projects or for replacement or repair of an existing culvert or bridge system as part of a linear transportation project. Burial of a stream is not allowed [10 CSR 20-7.031(4)(H)].

3. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed in the stream channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin. Following these requirements will ensure compliance with the Missouri Water Quality Standards [10 CSR 20-7.031(4)(H)].

4. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected and shall not be used due to their potential to cause violations of the general criteria of Missouri's Water Quality Standards [10 CSR 20-7.031(4)(A)-(H)]:
   a. Earthen fill, gravel and broken concrete where the material does not meet the Suitable Material specifications stated in the "Missouri Nationwide Permit Regional Conditions" (https://usace.contentdm.oclc.org/digital/collection/p16021coll11/id/2662/) in locations where erosive flows are expected to occur on a regular basis, such as streambanks and/or lake shorelines.
   b. Asphalt.
   c. Concrete with exposed rebar.
   d. Tires, vehicles or vehicle bodies, and construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
   e. Liquid concrete, including grouted riprap, if not placed in forms as part of an engineered structure.
   f. Any material containing chemicals that would result in violation of Missouri Water Quality Standards general criteria [10 CSR 20-7.031(4)] or specific criteria [10 CSR 20-7.031(5)].

5. Waste concrete or concrete rinsate shall be disposed of in a manner that does not result in discharge to any jurisdictional water ways [10 CSR 20-7.031(4)(A), (D), and (H)].

6. Missouri Water Quality Standards antidegradation requirements dictate that all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization, and prevention of water quality degradation are applied and maintained [10 CSR 20-7.031(3)(B)]; [10 CSR 20-7.031(4)(A)-(H)].

7. Only the minimum amount of trees and vegetation shall be removed for the proposed activity to be accomplished. This excludes the removal of invasive or noxious species. [10 CSR 20-7.031(3)(B)]. Invasive/noxious species shall be replaced with species native to the project area whenever possible.

8. Care shall be taken to keep machinery out of waterways. If work in the waterway is unavoidable, the duration, as well as the amount of disturbance to banks, substrate, and vegetation shall be minimized to prevent increases in turbidity. Fuel, oil, other petroleum products, equipment, construction materials, and any solid waste shall not be stored below the ordinary high-water mark at any time. Storage of these materials in flood-prone areas shall also be minimized. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters because of this operation [10 CSR 20-7.031(3)(A) and (B)] [10 CSR 20-7.031(4)(C) and (G)].

9. Any petroleum products and/or hazardous substances spilled into water or onto banks, or spilled products that may enter waters of the state shall be immediately cleaned up and properly disposed of. Any such spills shall be reported to the Department of Natural Resources' Environmental Emergency Response team within 24 hours at

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573-634-2436, or https://dnr.mo.gov/reporting/environmental-concern [Chapter 260.015, RSMo]; [10 CSR 20-7.031(4)(B)-(G)].

10. All efforts shall be made to minimize exposure of unprotected soils. Whenever possible, project activity shall be conducted at times of little or no rainfall to limit the amount of sediment disturbance [10 CSR 20-7.031(3)(B)].

11. Programmatic WQC is denied for any NWP issued on a water (stream/river segment or lake) that is listed in the Section 305(b) Integrated Water Quality Report that has been most recently approved by the EPA for: organic sediment, inorganic sediment, sedimentation/siltation, suspended solids, lead, cadmium, zinc, metals, aquatic macroinvertebrate bioassessments, fishes bioassessments, habitat assessment-streams, habitat loss, physical substrate habitat alterations, or unknown impairments [10 CSR 20-7.031(4-5)]. The Section 305(b) Integrated Water Quality Report includes the both the 303(d) impaired waters list and approved Total Maximum Daily Loads.

12. Programmatic WQC is denied for projects authorized by NWPs 17, 21, 34, 38, 44, 48, 49, 50, 51, 52, 55, and 56. Although intended to result in minimal impacts, these NWPs authorize activities that may contribute to impairments and result in noncompliance with Missouri's general water quality criteria [10 CSR 20-7.031(4)], including the requirement that all waters of the state shall be free from physical, chemical, and hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)], or noncompliance with Missouri's specific water quality criteria [10 CSR 20-7.031(5)]. Because programmatic WQC General or Specific Conditions cannot be established to address all concerns from the variety of impairments and activities authorized by these NWPs, the department requires individual review for WQC for these NWPs. Requirements for individual WQC will be determined on a case-by-case basis based on the specific projects, and additional testing, design, disposal, or BMP considerations may be required.

13. Compensatory Mitigation for loss of stream resources shall be completed in accordance with the Missouri Stream Mitigation method or other mitigation guidance currently approved for use in Missouri. Stream impacts shall only be mitigated with instream or riparian corridor credits. Compensatory mitigation shall only be performed within the state of Missouri [10 CSR 20-7.031(3)].

**SPECIFIC CONDITIONS**

1. **Nationwide Permit 3** ***Maintenance***
   Silt, sediment, and debris removal shall be limited to a maximum cumulative total of 400 LF [10 CSR 20-7.031(3)].

2. **Nationwide Permit 4** ***Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities***
   Any inorganic or extraneous debris, such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill [10 CSR 20-7.031(4)(A) and (I)].

3. **Nationwide Permit 12** ***Oil and Natural Gas Pipeline Activities,***
   **Nationwide Permit 57** ***Electric Utility Line and Telecommunications Activities,*** and
   **Nationwide Permit 58** ***Utility Line Activities for Water and Other Substances***
   a. For project crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport. Material resulting from the activity shall not be side-cast into waters of the state for more than one month [10 CSR 20-7.031(3)(B)] [10 CSR 20-7.031(4)(B), (C), and (H)].
   b. If Horizontal Directional Drilling is used, drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-634-2436 [10 CSR 20-7.031(3)(B)] [Section 260.015 RSMo].
   c. Project crossings shall be placed as close to perpendicular as possible and shall be limited to a maximum crossing length of no more than one and one-half times the width of the stream [10 CSR 20-7.031(3)].

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4. **Nationwide Permit 14** ***Linear Transportation Projects***
   a. The permittee shall propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project [10 CSR 20-7.031(4)(C) and (H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
   b. Where this NWP is used to authorize bridge and culvert structures, stream channel work shall be limited to a maximum cumulative total of 400 LF, upstream or downstream, of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a waterway [10 CSR 20-7.031(3)]; [10 CSR 20-7.031(4)(H)].

5. **Nationwide Permit 20** ***Response Operations for Oil and Hazardous Substances***
   Oil and hazardous substance releases shall be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases [Section 260.015 RSMo].

6. **Nationwide Permit 33** ***Temporary Construction, Access and Dewatering***
   a. The use of this NWP shall be limited to impacts of six months or less in duration [10 CSR 20-7.031(3)]
   b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project [10 CSR 20-7.031(4)(C) and (H)].

7. **Nationwide Permit 41** ***Reshaping Existing Drainage Ditches***
   In-channel disposal of excavated material not used for reshaping activities is prohibited. [10 CSR 20-7.031(3)(B)] [10 CSR 20-7.031(4)(B), -(C), and -(H)].

8. **Nationwide Permit 53** ***Removal of Low-Head Dams***
   a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project [10 CSR 20-7.031(4)(C) and (H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
   b. Stream channel work shall be limited to a maximum cumulative total of 400 LF [10 CSR 20-7.031(3)]; [10 CSR 20-7.031(4)(H)].
   c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications [10 CSR 20-7.031(4)(H)]. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

Requests for WQC should be sent electronically to 401@dnr.mo.gov. The request should include a project narrative for the proposed project, a copy of the permit application submitted to USACE, and any readily available water quality related materials that informed the development of USACE permit or application. The department may request additional information prior to providing a WQC decision to ensure Missouri water quality requirements are met, such as a response to comments from the department, other resource agencies, and/or the public; planned compensatory mitigation; and/or an analysis of practicable alternatives.

For more information:
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
401@dnr.mo.gov 800-361-4827 or 573-522-4502

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# RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR

**Project Number: Bridge No. 4220008**

## Bid Number: 30-23JUL26

### CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications,
General Provisions, and
Job Special Provisions

### BOONE COUNTY COMMISSION

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

### BOONE COUNTY RESOURCE MANAGEMENT

Jeff McCann, P.E., Chief Engineer

### *PROJECT MANAGER

Jeff McCann
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: N/A
E-mail: jmccann@boonemo.gov

### BOONE COUNTY PURCHASING

Brijanna Purdy, Buyer
5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4394
E-mail: BPURDY@boonemo.gov

### ENGINEER OF RECORD

Dustin R. Berry, P.E.
Professional Engineer
MO Lic. # PE-2015000530

Midwest Engineering Group, LLC
MO Engineering Corp. # 2020012015
201 W. Switzler St., Suite 3
Centralia, MO 65240
Phone: 660-676-8202
Fax:

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.***

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***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

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# NOTICE TO BIDDERS

**Boone County, Missouri is accepting sealed bids for the following Project.**

**Project Name**:

RIPPETO ROAD BRIDGE APPROACH & EMBANKMENT REPAIR

**Project Number:** **Bid Number:**

Bridge No. 4220008 30-23JUL26

**Scope of Project Construction:**

This project involves gravel roadway approach and embankment repair for an existing three-span bridge. Items include reinforced concrete encasement wall around existing piles, rock blanket w/geotextile fabric, flowable fill, compacting embankment, fence, and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **Thursday, July 9, 2026** at **10:00 a.m.** in the Boone County Purchasing Office Conference Room, 5551 S. Tom Bass Road, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m.** on **Thursday, July 16, 2026**. **Technical questions should be directed to the Project Manager and cc'd to the Purchasing Buyer**.

**Bids Accepted Until:**

Sealed bids will be accepted until **11:00 a.m.** on **Thursday, July 23, 2026** at the Boone County Purchasing Office, 5551 S. Tom Bass Road, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened. **Optional Electronic Submission of Bids** – The Boone County Purchasing Department allows for secure on-line bidding using Euna Solutions. Bidders may register, at no cost, at the website: bocomobids.ionwave.net and must be registered in order to submit a bid electronically.

**Bids Opened After:**

Bids will be publicly opened after **11:00 a.m.** on **Thursday, July 23, 2026** in the Boone County Purchasing Office Conference Room, 5551 S. Tom Bass Road, Columbia, Missouri 65201.

**Contract Time:**

20 Working Days but must be completed by October 23, 2026. Holidays listed in the Annual Wage Order, included in Appendix A: State Wage Rates of the Contract Documents, will be utilized to track Working Days.

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**Liquidated Damages:**

$1,000.00 per Working Day beyond the Contract Time.

**Anticipated Notice To Proceed Date:**

On or about August 20, 2026. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203, Phone 573-446-7768, Email: orders@adsmo.net. Paper copies are available for a non-refundable fee of $60.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at https://www.adsplanroom.net/.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

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## REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

| | |
|---|---|
| **MoDOT Standard Specifications:** | The Missouri Standard Specifications for Highway Construction, Dated 2026 or Current Edition. |
| **MUTCD:** | The Manual on Uniform Traffic Control Devices for Streets and Highways, 2023 or Current Edition. |

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BOONE COUNTY COMMISSION, MO
RIPPETO ROAD BRIDGE APPROACH EMBANKMENT REPAIR
06/19/2026

# BID FORM

S RIPPETO ROAD BRIDGE NO. 4220008

## ROADWAY & BRIDGE ITEMS

| LINE NO. | DESCRIPTION | UNIT | QUANTITY | UNIT COST | COST |
|---|---|---|---|---|---|
| 1 | CLEARING AND GRUBBING (0.02 ACRES) | LS | 1 | | |
| 2 | REMOVAL OF IMPROVEMENTS | LS | 1 | | |
| 3 | EXCAVATION | CY | 750 | | |
| 4 | COMPACTING EMBANKMENT | CY | 360 | | |
| 5 | EXCAVATION OF STRUCTURE | CY | 110 | | |
| 6 | 6" CRUSHED STONE BASE (3" MINUS) | SY | 90 | | |
| 7 | 3" CRUSHED STONE BASE (1.5" MINUS) | SY | 90 | | |
| 8 | 3" CRUSHED STONE SURFACE (MODOT TYPE 5) | SY | 90 | | |
| 9 | ROCK BLANKET W/ GEOTEXTILE FABRIC | CY | 450 | | |
| 10 | TRAFFIC CONTROL | LS | 1 | | |
| 11 | MOBILIZATION | LS | 1 | | |
| 12 | CONTRACTOR STAKING | LS | 1 | | |
| 13 | FENCE | LF | 56 | | |
| 14 | CLASS MB-2 CONCRETE SUBSTRUCTURE | CY | 31 | | |
| 15 | FLOWABLE FILL | CY | 1 | | |
| 16 | REINFORCING STEEL | LBS | 1,970 | | |
| 17 | VERTICAL DRAIN AT END BENT | EA | 1 | | |
| 18 | COMPACTION TESTING | LS | 1 | | |
| 19 | CONCRETE TESTING | LS | 1 | | |
| 20 | EROSION CONTROL | LS | 1 | | |
| 21 | RESTORATION | LS | 1 | | |

ROADWAY & BRIDGE SUBTOTAL _____

**TOTAL CONSTRUCTION** _____

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***All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.***

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| DATE | ADDENDUM NUMBER |
|---|---|
| | |
| | |
| | |

In addition, the County uses DocuSign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

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

**List all Sub-Contractors planned to be utilized on this project.**

_____

_____

_____

_____

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# INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder through DocuSign, it will be accompanied by the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign the contract electronically through DocuSign. Required Bonds shall be returned separately to the Purchasing Department. They are not signed electronically in DocuSign. Bid Bonds must be physically turned into the Purchasing Department within 24 hours of bid opening.

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Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project**.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Bidder should be sure to complete the following forms and shall attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

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# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT:** _____

**Project No.:** _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

**SECTION I**

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20),** together with the "General Specifications", "Technical Specifications", General Provisions, and "Job Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

**SECTION II**

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

**SECTION III**

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

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**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

A certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID must be included with Bidder's *Bid Response*. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies they have read, understands, and agrees to all terms, conditions, and requirements of this bid and is authorized to contract on behalf of the firm named below. Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses Docusign for electronic signature of contract and for making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Firm Name: _____

By: _____
(Signature)

_____
(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email Address: _____

Date: _____

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(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Name and Title of Authorized Representative

_____ _____

Signature Date

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## COUNTY OF BOONE-MISSOURI
# 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 the County contracts 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 your contract amount is in excess of $5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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

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COUNTY OF BOONE-MISSOURI

# WORK AUTHORIZATION CERTIFICATION

**PURSUANT TO 285.530 RSMo**

**(FOR ALL AGREEMENTS 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 County. This business does not knowingly employ any person that 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, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____
Affiant Date

_____
Printed Name

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

_____
Notary Public

**Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution

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*If the vendor is an individual bidding to the County, the Vendor shall complete this page by identifying the applicable option below*

## CERTIFICATION OF INDIVIDUAL BIDDER

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

*Choose one of the three following options as it applies:*

**Option**

_____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

_____2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

_____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

_____ _____ _____

Applicant Date Printed Name

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

*See Previous Page*

State of Missouri )
)SS.
County of _____ )

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

_____ _____
Date Signature

_____ _____
Social Security Number Printed Name
or Other Federal I.D. Number

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

_____
Notary Public

My Commission Expires:

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# STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____

   _____
3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

   _____
6. Number of years engaged in contracting business under present firm name:

   _____
7. If you have done business under a different name, please give name and location:

   _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

    _____
12. List of projects currently in progress: _____

    _____

* Attach additional sheets as necessary *

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# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

_____
Notary Public

My Commission Expires _____

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# SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual ( ) partnership ( ) LLC
( ) corporation, incorporated under laws of the state of _____
( ) other: _____

| Name of individual, all partners, or joint venturers: | Address of each: |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

doing business under the name of:

| | |
|---|---|
| _____ (If using a fictitious name, show this name above in addition to legal names) | _____ Address of principal place of business in Missouri |
| _____ (If a corporation - show its name above) | _____ Address of principal place of business in Missouri |

**ATTEST:**

_____ (Signature)

_____ (Print Name and Title)

Dated _____, 20___.

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____ , 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____ ; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 ____.

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# INSURANCE REQUIREMENTS

**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 $3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

**Business Automobile Liability –** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than $3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**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.

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**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

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# CONTRACT CONDITIONS

**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

**DEFINITIONS:** "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

(1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:

   a. The date of delivery of materials or construction services purchased;
   b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
   c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;

(2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.

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(3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.

(4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.

(5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

(6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.

(7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

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(8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:

a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

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**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

**ASSIGNMENT OF CONTRACT**: No assignment by the 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 the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

**ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

**LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

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**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. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

**TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

**SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

**WARRANTY AND GUARANTEE:** Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

(1) **CORRECTION OR REMOVAL OF DEFECTIVE WORK:** If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

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(2) **ONE YEAR CORRECTION PERIOD:** If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, including grass growth, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor's performance bond. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

**SUBCONTRACTORS, SUPPLIERS AND OTHERS:** Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

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# SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of **Columbia, Missouri,** (hereinafter referred to as the Owner), and _____ _____ (hereinafter referred to as the Contractor).

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

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

**Project Name:** _____

**Project No.:** _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Debarment Form,
6. Work Authorization Certification,
7. Statement of Bidder's Qualifications,
8. Anti-Collusion Statement,
9. Signature and Identity of Bidder,
10. Bidder's Acknowledgment,
11. Insurance Requirements,
12. Contract Conditions,
13. Contract Agreement,
14. Performance Bond,
15. Labor and Material Payment Bond,
16. Affidavit-OSHA Requirements,
17. Affidavit-Prevailing Wage,
18. Contractor's Affidavit Regarding Settlement of Claims,
19. General Specifications,
20. Technical Specifications,
21. General Provisions
22. Job Special Provisions,
23. State Prevailing Wage Rates,
24. Boone County Standard Terms and Conditions
25. Notice to Proceed,
26. MoDOT Standard Specifications, and
27. Plans.

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It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications**, **General Provisions**, and **Job Special Provisions** the work shall be done in accordance with the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of $100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he 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.

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The Contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

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

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**The Owner agrees to pay the Contractor in the amount of**

$_____

as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

## DATE OF AGREEMENT:

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

---

ATTEST:

_____
County Clerk

OWNER:
BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

---

CONTRACTOR:

_____

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

_____
Secretary

Title: _____

---

Approved as to Legal Form:

_____
County Counselor

**Certification**
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

_____
Auditor

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# SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

_____

_____

as Principal, hereinafter called Contractor, and _____

_____

a Corporation, organized under the laws of the State of _____

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

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

**Project Name:** _____

**Project No.:** _____

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

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

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

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

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

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

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

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

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

_____
(Contractor)

(SEAL)

BY: _____

_____
(Surety Company)

(SEAL)

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____
Phone Number: _____
Address: _____
_____

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# SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

_____

_____

as Principal, hereinafter called Contractor, and _____

_____

a Corporation, organized under the laws of the State of _____

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

_____ Dollars,

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

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

**Project Name:** _____

**Project No.:** _____

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

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

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

CONTRACTOR: _____

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____
Address: _____
_____

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# AFFIDAVIT OF COMPLIANCE WITH OSHA
## TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

County of _____ )
)ss
State of _____ )

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: 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.

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# AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____of the (name of company)

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

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

(name of project)_____ located at

(name of institution) _____ in _____ County,

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

_____
Signature

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

My commission expires _____, 20_____.

_____
Notary Public

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BOONE COUNTY COMMISSION

# CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

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

_____
Contractor

By _____
(Signature)

_____
(Title)

State of _____

County of _____ ss.

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

_____
Notary Public

(SEAL)
My Commission expires _____, 20____

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# GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, **General Provisions**, and **Job Special Provisions**, the work shall be done in accordance with the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

## SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

**A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

**B. Commission:** Shall mean the Boone County Commission.

**C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

## SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

**2.1 Interpretation of Proposed Quantities.** The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

**2.2 Proposal Guaranty.** Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

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**2.3 Delivery of Proposals.** Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

## SECTION 3 - AWARD AND EXECUTION OF CONTRACT

**3.1. Award of Contract.** The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

## SECTION 4 - SCOPE OF WORK – This section has been left blank.

## SECTION 5 - CONTROL OF WORK

**5.1. Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

**5.2. Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

**5.3. Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

**5.4.** The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

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## SECTION 6 - CONTROL OF MATERIAL

**6.1. Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

**6.2. Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

## SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**Safety Provisions.** Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

## SECTION 8 - PROSECUTION AND PROGRESS

**8.1.** Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

**8.2.** Contractor shall notify the Engineer a minimum or forty-eight hours in advance of intent to perform Work.

## SECTION 9 - MEASUREMENT AND PAYMENT

**9.1.** The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

**9.2.** No payments will be made on account of materials not yet incorporated into the work.

**9.3.** From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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**9.4.** Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.

b. Failure to properly submit certified copies of labor payrolls required under Section 10.

c. Defective work not remedied.

d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.

e. A reasonable doubt that the contract can be completed for the balance then unpaid.

f. Damage to another Contractor.

**9.5.** If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

**9.6.** Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

**9.7.** Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

**9.8.** This section has been left blank
**9.9.** This section has been left blank
**9.10.** This section has been left blank
**9.11.** This section has been left blank

**9.12.** Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

**9.13.** Release of Retained Percentages:

**9.13.1.** Prior to any release of retained percentage the Contractor shall file with the County the following:

a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

b. Written consent of the surety to such payment;

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c. Any other documents which may be required by the contract or the Engineer.

**9.13.2.** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

**9.13.3.** When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

## SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

## SECTION 11 - STATE WAGE RATE REQUIREMENTS

**11.1.** The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

**11.2.** The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

**11.3.** The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

**11.4.** The County will spot-audit payrolls consistent with its obligations under state law, and Contractor shall promptly address any issues and/or provide additional information upon request by County to ensure compliance with the Prevailing Wage Law.

**11.5.** The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.

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4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

**11.6.** The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

## SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

## SECTION 13 - PROTECTION OF WORK

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

## SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is its 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.

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## SECTION 15 - 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 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.

## SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

## SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

## SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

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# TECHNICAL SPECIFICATIONS

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# SECTION 01010 – SUMMARY OF WORK

## PART 1 – GENERAL

### 1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

### 1.2 RELATED DOCUMENTS

A. Plans and general provisions of Contract, including General Specifications, Technical Specifications, General Provisions, and Job Special Provisions.

B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.

### 1.3 CONTRACTOR USE OF PREMISES

A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.

B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.

C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.

D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.

E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.

F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

### 1.4 COORDINATION

A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.

B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Forty-eight hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

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C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.

D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.

## 1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION (NOT USED)

## END OF SECTION

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# SECTION 01320 – SUBMITTALS

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

### 1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with Contractor's transmittal form.

B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.

C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.

E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

F. Provide space for review stamp by County.

G. Revise and resubmit submittals as required. Identify all changes made since previous submission.

H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.

I. Contractor shall allow 48 hours in his schedule for submittal review.

J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.

K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

### 1.3 CONSTRUCTION PROGRESS SCHEDULE

A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.

1. The Contractor shall coordinate all activities on the project;
2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.

B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.

C. Indicate estimated percentage for completion for each item of work at each submission.

D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

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## 1.4 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

## 1.5 SHOP PLANS

A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.

B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

## 1.6 PRODUCT DATA

A. Submit three copies plus the required copies to be returned to the Contractor.

B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

## 1.7 MANUFACTURER'S INSTRUCTIONS

A. Submit three copies plus the required copies to be returned to the Contractor.

B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.

C. Identify conflicts between manufacturer's instructions and contract documents.

## 1.8 MANUFACTURER'S CERTIFICATIONS

A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

## 1.9 SUBMITTAL

A. The followings items shall require submittals:

1. Traffic Control/Phasing Plan: Shop Plans;
2. Erosion Control Fabric: Catalog, Material List, and Certification;
3. Topsoil: Letter stating location of topsoil source;
4. Lime, Fertilizer, Seed and Mulch: Certification;
5. Aggregate: Certification;
6. Rip Rap: Certification;
7. Pipe Material: Certification;
8. Prime/Tack Coats: Certification;
9. Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
10. Portland Cement Concrete: Certification;

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11. Steel Reinforcement: Certification;
12. Pavement Marking Items: Certification;
13. Roadway Signage Items: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Submittal and Certifications required by MODOT Standard Specifications;
17. All submittal items listed in the Special Provisions.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

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# SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project if a bid item for SWPPP Compliance is listed on the Bid Form.

### 1.2 GENERAL

A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.

B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.

C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:

1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
2. Reporting any non-compliance findings to the site manager.
3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.

D. The Contractor shall be responsible for spill controls on the construction site including:

1. Furnishing and storing on-site all appropriate spill cleanup supplies.
2. Posting manufacturer's recommended methods for spill cleanup.
3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.

E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.

F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.

G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.

H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.

I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

**PART 2 – PRODUCTS (NOT USED)**
**PART 3 – EXECUTION (NOT USED)**
**END OF SECTION**

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# SECTION 01450 – QUALITY CONTROL AND TESTING

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

### 1.2 GENERAL

A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.

B. Control of Materials shall comply with **MODOT Section 106.**

### 1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.

B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.

C. All work shall be performed by persons qualified to produce workmanship of specified quality.

D. The Contractor shall follow manufacturer's recommendations for installation.

### 1.4 INSPECTION AND TESTING SERVICES

A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.

B. Testing will conform to the current standard specified to assure quality.

C. **The inspection and testing fees will be responsibility of the Contractor**. There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION (NOT USED)

## END OF SECTION

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# SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

## PART 1 – GENERAL

### 1.1 SECTION INCLUDES

A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.

B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.

C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

### 1.2 BARRIERS

A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.

C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.

D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.

E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

### 1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

### 1.4 ACCESS ROADS

A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.

B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.

C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.

D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

### 1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.

B. The Contractor shall clean and repair damage caused by installation of temporary facilities.

C. The Contractor shall restore the existing facilities used during construction to original conditions.

**END OF SECTION**

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# SECTION 01570 – EROSION CONTROL

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

### 1.2 GENERAL

A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.

B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.

C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.

D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.

B. Payment for erosion control measures will be included in the contract bid price as follows:

1. Erosion Control paid per Lump Sum as indicated on the Bid Form
2. Erosion Control Blankets paid per installed Square Yard

C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION (NOT USED)

## END OF SECTION

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# SECTION 01590 – RESTORATION

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

### 1.2 PERFORMANCE-BASED SPECIFICATION

A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.

B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.

C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.

D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.

B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.

C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.

D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.

E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

## PART 2 – PRODUCTS

### 2.1 TOPSOIL MATERIAL

A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.

B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 4" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

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## 2.2 LIME

A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.

B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.

C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

## 2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid ($P_2O_5$) and soluble potash ($K_2O$), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

## 2.4 SEEDING MIX

A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.

B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.

C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture**.

D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

## 2.5 TYPE 1 MULCH

A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.

B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.

C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.

D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

## 2.6 TYPE 3 MULCH

A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.

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C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed. The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.

D. The overspray shall not contain any germination or growth inhibiting substances.

E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.

F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.

G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.

H. The mulch fibers shall not be water soluble.

## PART 3 – EXECUTION

### 3.1 SEEDBED PREPARATION AND TOPSOIL

A. Avoid preparing the seedbed under excessively wet conditions.

B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.

C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

### 3.1 LIME

A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.

B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.

C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

### 3.2 FERTILIZER

A. Fertilizer should be applied per soil test recommendations.

B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.

C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

### 3.3 SEEDING

A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.

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B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed ¼ to ½ inches deep.

D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.

E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

## 3.4 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.

B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.

C. Type I Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.

D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.

E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.

F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

**END OF SECTION**

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# SECTION 01720 – CONSTRUCTION STAKING

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

### 1.2 GENERAL

A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.

B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.

C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION (NOT USED)

## END OF SECTION

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# SECTION 01780 – PROJECT CLOSEOUT

## PART 1 – GENERAL

### 1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

### 1.2 PRE-FINAL INSPECTION

A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.

B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.

C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:

1. The County agrees the entire work is complete.
2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.

D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

### 1.3 FINAL INSPECTION

A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.

B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.

C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:

1. The County agrees the entire work is complete.
2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

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D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.

1. If the County agrees the entire work is complete, Contract Time will stop.
2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

### 1.4 Application for Final Payment

A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.

B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION (NOT USED)

## END OF SECTION

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# GENERAL PROVISIONS
## *(OTHER THAN MODOT)*

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# GENERAL PROVISIONS – TABLE OF CONTENTS

(General Provisions shall prevail over Current MO Std Specifications for Hwy Constr. whenever in conflict therewith)

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- 106 Control of Material
- 108 Prosecution and Progress
- 109 Measurement and Payment

Division 200
- 201 Clearing and Grubbing
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# DIVISION 100
# GENERAL CONDITIONS OF THE CONTRACT

## 105 CONTROL OF WORK

**Delete 105.8 and replace with the following:**

105.8 Construction Stakes, Lines and Grades.
All construction work to be completed to the lines and grades shown on plans. The Owner/Engineer will establish on site required bench marks and baselines as shown on plans. Survey and staking for location, grade, measurements and elevations of structural items and other construction to be performed by Contractor.

**Amend 105.10 to include the following:**

105.10.6.1 Observations and job control test are commonly made by the Owner/Engineer on the following items of work.

- Initial layout
- Removal of Improvements
- Excavation
- Reinforcing steel placement
- All concrete/flowable fill operations
- Embankment, backfill and compaction
- Rock blanket and fabric placement
- Roadway base & surface placement
- Guardrail reinstallation
- Finish grading and restoration/seeding

The contractor is to notify the Owner/Engineer by 12 p.m. of the day before of any operations of these items or Friday if a Monday operation is planned. A lack of construction observation by the Owner/Engineer does not relieve the contractor of the responsibility to construct the project per plans & specifications. Any work performed or materials used without notificiation to and authorization by the Owner/Engineer, may be ordered removed and replacemed at the contractor's expense.

All technicians who perform such sampling and testing of materials and products incorporated into the project, shall be deemed as qualified by virtue of successfully completing the requirements of the MoDOT 106.18 Technician Certification Program, for the specific technical area(s) witnessed or sampled.

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106 CONTROL OF MATERIAL

**Delete 106.3 and replace with the following:**

106.3 Samples, Tests, and Cited Specification.
The contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. All offsite sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

108 PROSECUTION AND PROGRESS

**Delete 108.4 through Section 108.4.4 and replace with the following:**

108.4 Work Schedule.
To insure that the work will proceed continuously through the succeeding operations to its completion with the least possible interference to traffic and inconvenience to the public, the contractor shall, at the request of the engineer, submit for approval a complete schedule of the proposed construction procedure, stating the sequence in which various operations of work are to be performed.

109 MEASUREMENT AND PAYMENT

**Delete 109.6 and replace with the following:**

109.6 Method of Payment.
The Contractor shall submit a copy of the payment estimate to the Owner/Engineer for review, approval, and forwarding to the County. The County will make payment to the Contractor within 30 days of this acceptance of the pay estimate. More details regarding payment will be discussed during the preconstruction meeting.

**Delete 109.14**

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# DIVISION 200
# GRADING AND REMOVALS

## 201 CLEARING AND GRUBBING

**Delete 201.3 and 201.4 and replace with the following.**

201.3 Basis of Measurement and Payment.
This work will not be measured for payment, but considered a lump sum unit. Payment for this work will be included in the lump sum price for the item "Clearing and Grubbing".

## 202.30 REMOVAL OF IMPROVEMENTS FOR ROADWAY CONTRACTS

**Delete 202.30.2 and 202.30.3 and replace with the following:**

202.30.2 Basis of Measurement and Payment.
This work will not be measured for payment, but considered a lump sum unit. Payment for this work will be included in the lump sum price for the item, "Removal of Improvements".

## 203 ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION

Construction of all roadway embankments under this contract shall conform to 203.5.

Method of Measurement shall conform to Section 203.8.1.

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# DIVISION 300
# BASES AND AGGREGATE SURFACES

## 304 AGGREGATE BASE

**Amend Section 304.1 to include the following:**

Crushed stone base course to be placed on the side entrances and gravel roads as shown on the plans, if applicable.

**Amend 304.2 to include the following:**

304.2 Material.
The contractor may provide a crushed stone base material of a size and grade that is normally used by the County and designated by the local quarries as 1.5" minus and 3" minus.

**Delete 304.5 and 304.6 and replace with the following:**

304.5 Basis of Measurement and Payment.
Payment for accepted quantities of aggregate base course will be paid for in the Per Sq. Yds. Item, "6" Crushed Stone Base (3" minus)" and Item, "3" Crushed Stone Base (1.5" minus)" .

**Add the following as 304.5.1**

310.5.1 Contract quantities shall be used for final payment of aggregate base course except if appreciable errors are found in the itemized proposal, an authorized change order is made, or unauthorized deviations decrease the original quantities.

## 310 AGGREGATE SURFACE

**Amend Section 310.1 to include the following:**

Crushed stone surfacing to be placed on the side entrances and gravel roads as shown on the plans, if applicable.

**Delete 310.2 and replace with the following:**

310.2 Material.
All material shall be in accordance with Section 1007.0 MoDOT Type 5 aggregate.

**Delete 310.5 and 310.6 and replace with the following:**

310.5 Basis of Measurement and Payment.
Payment for accepted quantities of aggregate surface will be paid for in the Per Sq. Yds. Item, "3" Crushed Stone Surface (MoDOT Type 5)" .

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**Add the following as 310.5.1**

310.5.1 Contract quantities shall be used for final payment of aggregate surface except if appreciable errors are found in the itemized proposal, an authorized change order is made, or unauthorized deviations decrease the original quantities.

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# DIVISION 500
# RIGID PAVEMENTS

## 501 CONCRETE

**Delete 501.3 and replace with the following:**

501.3 Mix Design. The contractor is responsible for the mix design. The Owner/Engineer assumes no responsibility for the volume of concrete produced or furnished for the work.

Actual mix design shall be prepared and submitted by the Contractor to the Owner/Engineer for his approval. The design shall be within the applicable limits of the specifications for the class of concrete specified in the contract.

Contractor to provide certification from the concrete supplier that the plant has been calibrated by the Missouri Department of Transportation.

If certain testing procedures are specified for acceptance of materials in the "Standard Specifications", materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the "Standard Specifications."

Concrete may be accepted on the basis of conventional field sampling and testing for characteristics such as slump and air, where specified, and test cylinders, with only intermittent or random plant inspection as deemed necessary for control by the project engineer. Under this system, arrangements should be made for the producer to state on the delivery ticket accompanying each load of concrete; the class of concrete being furnished, the weights of cement, aggregates and water used in the batch and the time of batching. Only supplier-certified cement may be used.

The testing lab can use sulfur mortar for capping compressive test cylinders or a reusable Neoprene Cap as approved by the Owner/Engineer.

**Add the following as 501.4.1**

501.4.1 Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. These inspections and job control tests and samples will be performed by the Contractor under the "Concrete Testing" bid item.

**Add the following as 501.4.2**

501.4.2 The Contractor will make at least one strength test for each 100 cubic yards, or fraction thereof, of each mix design of concrete placed in any 1 day. When the total quantity of concrete with a given mix design is less than 50 cubic yards, the strength tests may be waived by the Owner/Engineer if, in his judgment, adequate evidence of satisfactory strength has been demonstrated for the same kind of concrete supplied by the same concrete plant to the same project.

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**Add the following as 501.8.7**

501.8.7 Water may only be added to the concrete mixture on-site if it has been withheld at the plant and the amount of water withheld is shown on the ticket, which may not be exceeded on-site and the water/cement ratio shall not exceed what was pre-approved. The Contractor shall submit for approval an on-site slump adjustment procedure prior to concrete placement.

**Delete 501.10.2 and replace with the following:**

501.10.2 Required Air Content.
Air-entrained concrete is required for all structural elements of concrete within this project as stated in Section 501.10. The target air content shall be 6% with +/- 1% tolerance (minimum air content shall be 5% and maximum shall be 7%). Any concrete outside of these limits will be rejected and not allowed to be placed. The Contractor shall be responsible for any and all concrete outside these specified limits.

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## DIVISION 600
## INCIDENTAL CONSTRUCTION

### 616 – TEMPORARY TRAFFIC CONTROL

**Delete 616.10 and 616.11 in their entirety and substitute the following:**

616.10 Basic of Measurement and Payment.
This work will not be measured for payment, but will be considered a lump sum unit. Payment for this work will be included in the lump sum price for the item, Traffic Control.

## DIVISION 700
## STRUCTURES

### 712 - STRUCTURAL STEEL CONSTRUCTION

**Delete 712.10.3.**

## DIVISION 1000
## MATERIALS DETAILS

### 1036 REINFORCING STEEL FOR CONCRETE

**Add the following as 1036.2.4**

If certain testing procedures are specified for acceptance of materials in the "Standard Specifications", materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the requirements of the "Standard Specifications".

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# JOB SPECIAL PROVISIONS

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# JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)


A. Work Zone Traffic Management Plan
B. Emergency Provisions and Incident Management
C. Utilities
D. Tree Clearing Restriction
E. Acceptance of Fabricated Structural Members and Materials
F. Working Days
G. Liquidated Damages
H. Clearing and Grubbing
I. Compaction Testing
J. Erosion Control
K. Restoration
L. Concrete Cylinder Testing
M. Existing Signs
N. Control Point and Survey Monuments
O. CAD files
P. Sanitary/Septic Waste Management
Q. Concrete

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A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

**1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

**2.0 Traffic Management Schedule.**

**Road is currently closed by Owner. Contractor to coordinate with Owner to have Owner remove their current traffic control after contractor has established their traffic control to provide continual traffic control. Traffic control may be removed after project construction is complete and accepted by Owner.**

**2.1** Handling traffic shall conform to Section 616 of the Standard Specifications, and specifically as follows: **The road up to project limits shall be open to local traffic during construction. The road through project limits shall be closed to all traffic.**

B. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

Jeff McCann, P.E.
Boone County Chief Engineer
801 E. Walnut, Room 315
Columbia, MO 65201
Phone: 573-886-4480
JMcCann@boonecountymo.org

**2.0** In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

**No additional agencies**

**2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

**2.2** The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

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**3.0** No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

C. UTILITIES JSP-93-26C

**1.0** For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

| Utility Name | Known Required Adjustment | Notes |
|---|---|---|
| Boone Electric Coop<br>Kirk Pickett<br>573-441-7322 | Yes | Within project limits: Contractor to contact utility to cover OHE during construction. |
| Brightspeed | Yes | Within project limits: Existing line is currently exposed. Contractor to coordinate with utility during construction for repairs to line. |

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

**2.0** Prior to beginning work, the contractor shall request locates from Missouri One Call.

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## D. TREE CLEARING RESTRICTION

**1.0 Description.** The project is within the known breeding range of the federally endangered Indiana bat. To avoid possible impacts to roosting Indiana bats, no tree clearing will be allowed between April 1, 2026 and Oct 31, 2026.

**Only failed trees marked on plans to be removed.**
**Clearing & Grubbing of stumps is required.**

**2.0 Basis of Payment**. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

## E. ACCEPTANCE OF FABRICATED STRUCTURAL MEMBERS AND MATERIALS

**1.0 Acceptance of Structural Steel.** The following procedures have been established for the acceptance of structural steel. Shop drawings shall be submitted for review and approval to the Owner/Engineer. The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. It is recommended that the contract documents contain provisions that the contractor shall utilize a fabricator that meets the appropriate American Institute of Steel Construction (AISC) certification provisions as outlined in Sec 1080.3.1.6 of the current version of the MoDOT Standard Specifications for Highway Construction. Additional information regarding the AISC certification program can be found on their website, www.AISC.org.

All welding operations, including material and personnel, shall meet the American Welding Society (AWS) specifications. Primary welds shall meet the provisions of Sec 1080.3.3.5.2 of the current version of the MoDOT Standard Specifications for Highway Construction. The LPA or their engineer of record has the option of inspecting the steel units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- Certified mill test reports, including results of chemical and physical tests on all structural steel as furnished.
- Non-destructive testing reports.
- Verification of the reinforcement, ~~girder camber, sweep~~, and other blocking data.
- Verification of coating operations.

**2.1** The LPA or their engineer of record shall verify and document that the dimensions of the structural steel units were checked at the jobsite and found to be in compliance with the shop drawings.

**3.0 Acceptance of Materials.** If certain testing procedures are specified for acceptance of materials in the "Standard Specifications", materials will be accepted for use in this project upon receipt from the supplier of a certification that the product or material meets the the requirements of the "Standard Specifications".

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## F. WORKING DAYS

**1.0 Description.** MODOT Standard Specification Section 108.7.2.1 preventing working days being counted from December 15 to March 15, both dates inclusive, does not apply to this project.

## G. LIQUIDATED DAMAGES

**1.0 Description.** MODOT Standard Specification Section 108.8.1.3.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.

## H. CLEARING AND GRUBBING

**1.0 Description.** Clearing and Grubbing of site shall include scalping and off-site disposal of all existing vegetation prior to topsoil stripping. All stumps must be removed from the ground. All trees and brush removed shall be ground and removed from the project site. Burning will not be allowed within the project site.

**2.0 Measurement and Payment.** Clearing and Grubbing will be paid for at the contract lump sum bid price.

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## I. COMPACTION TESTING

**1.0** The contractor shall have an independent testing firm perform density testing on the top layer of roadway subgrade for each bridge approach. One set of tests shall be taken every 50 feet with a minimum of 2 sets per bridge approach. A set is defined as three tests taken at the same road station (one in the center of each travel lane and one at the centerline of road). The contractor shall proof roll the completed subgrade prior to placement of the aggregate base layers. The contractor may also be required to proof roll the top of each completed aggregate base layer prior to placement of the surface course. Proof roll with a fully loaded tandem axle dump truck driven over the subgrade. If the subgrade deflects, the subgrade will not pass the proof roll inspection.

**1.1** All embankment shall be compacted to 95% of maximum density, unless otherwise approved by the Engineer/Owner, obtained at the optimum moisture content as determined by AASHTO Method T-99. Field moisture content shall be within +/- 2% of optimum moisture at time of placement.

**1.2** Written test results shall be submitted to Boone County by the testing agency. Testing personnel shall possess appropriate MoDOT certification or approved equivalent.

**1.3** Cost of testing shall be included in the Lump Sum bid item - Compaction Testing.

## J. EROSION CONTROL

**1.0** It is the Contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown in these Project Documents will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the Contractor of meeting minimum preventative erosion control standards. Appropriate perimeter controls must be installed before beginning grading operations.

**1.1** Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.

## K. RESTORATION

**1.0** The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Costs for topsoil, lime, fertilizer, seed, and type 3 mulch shall be included in the Restoration bid item price.

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## L. CONCRETE CYLINDER TESTING

**1.0** The contractor shall have an independent testing firm take samples of fresh concrete, make cylinders, cure and test concrete cylinders as follows:

A) 4 - 4"x8" cylinders for End Bent #1 concrete pour.
B) 0 - 4"x8" cylinders for End Bent #2 flowable fill pour.

**1.1** 1 cylinder of each set of 6 shall be tested at 7 days of age. 2 cylinders shall be tested at 28 days. The rest of the cylinders shall be tested as needed upon approval of Boone County Chief Engineer. The untested cylinders shall be held until the project is accepted. Written test results shall be submitted to Boone County.

**1.2** The contractor shall have an independent testing firm preform slump, air, and temperature tests to accompany each set of cylinders made. Testing personnel shall possess appropriate MoDOT or ACI certification.

**1.3** The cost of this testing shall be included in the cost of the Concrete Testing bid item.

## M. EXISTING SIGNS

**1.0** Existing signs and sign posts that conflict with construction shall either be reinstalled by Contractor or salvaged by the Contractor and delivered to Boone County Road and Bridge at 5551 South Tom Bass Road, Columbia, Missouri unless otherwise noted on the Plans. Coordinate delivery with the Boone County Inspector. Cost shall be incidental to the Removal of Improvements bid item.

## N. CONTROL POINTS AND SURVEY MONUMENTS

**1.0** Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.

## O. CAD FILES

**1.0** No CAD files will be furnished for this project.

## P. SANITARY/SEPTIC WASTE MANAGEMENT

**1.0** Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.

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## Q. CONCRETE

**1.0** The temperature of the concrete shall be between sixty(60) and ninety-five (95) degrees Fahrenheit when leaving the ready-mix truck chute.

**1.1** The maximum time from water added at the plant to complete discharge of truck shall not exceed ninety(90) minutes.

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# APPENDIX A

## STATE WAGE RATES

**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less then the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

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

**RECORDS:** The Contractor 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 representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

**WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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# Missouri
# Division of Labor Standards
## WAGE AND HOUR SECTION

MIKE KEHOE, Governor

# Annual Wage Order No. 33

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, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

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

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**Building Construction Rates For** **Section 010**

## BOONE COUNTY

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|---|---|
| Asbestos Worker | $62.86 |
| Boilermaker | $35.49* |
| Bricklayer - Stone Mason | $58.67 |
| Carpenter | $57.56 |
| Lather | |
| Linoleum Layers & Cutter | |
| Millwright | |
| Pile Driver | |
| Cement Mason | $58.30 |
| Plasterer | |
| Communication Technician | $64.11 |
| Electrician (Inside Wireman) | $64.08 |
| Electrician (Outside Lineman) | $68.99 |
| Outside - Groundman | |
| Outside - Groundman Tree Trimmer | |
| Outside - Lineman Operator | |
| Outside - Lineman Tree Trimmer | |
| Elevator Constructor | $35.49* |
| Glazier | $35.49* |
| Iron Worker | $75.78 |
| Laborer | $47.99 |
| Laborer - First Semi-Skilled | |
| Laborer - General | |
| Laborer - Second Semi-Skilled | |
| Laborer - Skilled | |
| Mason | $61.63 |
| Marble Finisher | |
| Marble Mason | |
| Terrazzo Finisher | |
| Terrazzo Worker | |
| Tile Finisher | |
| Tile Setter | |
| Operating Engineer | $70.98 |
| Operating Engineer - Group I | |
| Operating Engineer - Group II | |
| Operating Engineer - Group III | |
| Operating Engineer - Group III - A | |
| Operating Engineer - Group IV | |
| Operating Engineer - Group V | |
| Painter | $45.72 |
| Plumber | $77.01 |
| Pipe Fitter | |
| Roofer/WaterProofer | $58.66 |
| Sheet Metal Worker | $60.12 |
| Sprinkler Fitter - Fire Protection | $72.54 |
| Truck Driver | $35.49* |
| Truck Control Service Driver | |
| Truck Driver, Teamsters Group I | |
| Truck Driver, Teamsters Group II | |
| Truck Driver, Teamsters Group III | |
| Truck Driver, Teamsters 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.**

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**BOONE COUNTY**

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|---|---|
| Carpenter | $64.47 |
| Millwright | |
| Pile Driver | |
| Electrician (Outside Lineman) | $87.28 |
| Outside - Groundman | |
| Outside - Groundman Tree Trimmer | |
| Outside - Lineman Operator | |
| Outside - Lineman Tree Trimmer | |
| Laborer | $55.55 |
| Laborer - General | |
| Laborer - Skilled | |
| Operating Engineer | $71.41 |
| Oiler-Driver | |
| Operating Engineer - Group I | |
| Operating Engineer - Group II | |
| Operating Engineer - Group III | |
| Operating Engineer - Group IV | |
| Truck Driver | $35.49* |
| Truck Control Service Driver | |
| Truck Driver, Teamsters Group I | |
| Truck Driver, Teamsters Group II | |
| Truck Driver, Teamsters Group III | |
| Truck Driver, Teamsters Group IV | |

**Use Heavy Construction Rates on Highway and Heavy construction in accordance iwth 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 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.**

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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.

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# APPENDIX B

## STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.

3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.

5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.

6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.

7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.

9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.

13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

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14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. For all bid responses over $25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.

19. 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.

20. **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.

21. **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.

22. 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.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. 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.

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

# APPENDIX C

## PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

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# APPENDIX D

## ENVIRONMENTAL AND CULTURAL PERMITS AND CLEARANCES

Docusign Envelope ID: 72236606-7DA5-8939-835C-1889CF904E91

June 19, 2026

**VIA EMAIL**

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

MEG PN: 2026-BooneCo-04-003

**RE: Boone County – Rippeto Road Bridge Approach & Embankment Repair**
**U.S. Army Corps of Engineers (USACE) – Pending Permit**

Commission,

We have submitted this project's Department of Army(DA) permit application to the USACE on April 27, 2026 and it has been assigned DA number NWK-2026-00290.

From our discussion with the USACE Project Manager, the application is currently under Nationwide Permit(NWP) review and is expected to receive NWP verification soon.

Once we receive the NWP verification, we will let you know.

Thank you,

Dustin Berry, P.E.
Project Engineer

395 -2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Law Enforcement Services Agreement between Boone County and the following:

- The Curators of the University of Missouri

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

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

# AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its' Police Department at the University of Missouri-Columbia (hereafter "University") and THE COUNTY OF BOONE, by and through the BOONE COUNTY SHERIFF'S OFFICE (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2026, through June 30, 2027; and

WHEREAS, County has the personnel and expertise to assist University in its' efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing; and

WHEREAS, both University's Police Department and County's Sheriff's Office have attained national accreditation and desire for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

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

1. TERM. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2026 through June 30, 2027.

2. POLICE SERVICES TO BE PROVIDED. University will consult with County in planning, scheduling, and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Interim Chief Brian Weimer or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.

3. COMPENSATION. University shall compensate County for services rendered pursuant to this agreement at the rate of $75.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Avenue, Columbia, MO 65211, or designated location per event, for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.

4. The parties mutually agree that:

   a. OPERATIONAL PROCEDURES. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.

b. STATUS OF EMPLOYEES / INDEPENDENT CONTRACTOR. County acts as an independent contractor for the purposes of this agreement and shall not act as an agent for the University. No individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation, or other insurance, but shall retain their status as employees of County.

c. OPERATIONAL CONTROL & MANAGEMENT OF PERSONNEL. University shall control and supervise the operation of services pursuant to this agreement insofar as their presence affects the operations of the University, but administrative control of County personnel shall be maintained by the County Sheriff.

d. RECORDS. Each party shall maintain records relating to the payments made under this agreement for a period of three (3) years.

e. AMENDMENT. This agreement can be amended at any time upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

**THE CURATORS OF THE UNIVERSITY OF MISSOURI**
By: Casey E Forbis
Signature
Casey E. Forbis
Business Services Consultant- Lead
Title

**BOONE COUNTY, MISSOURI**
By: Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:
Brianna L Lennon SEV
Brianna L. Lennon, County Clerk

APPROVED – BCSO:
Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes:
Kyle Rieman by A.N. (w)
Kyle Rieman, Auditor

Approved as to Legal Form:
C.J. Dykhouse, Boone County Counselor

REVIEWED
By Casey Forbis at 6:11 pm, Jul 06, 2026

REVIEWED
By R. Wilson at 10:25 am, Jul 09, 2026

APPROVED AS TO LEGAL FORM (UM OGC)
By Habib Hassan at 10:28 am, Jul 30, 2026

396-2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } ea.
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision to cover the cost of three (3) worn cameras for the Directed Patrol Unit.

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

(9)


# BOONE COUNTY SHERIFF'S OFFICE

2121 County Drive Columbia, Missouri 65202-9051
DWAYNE CAREY, Sheriff Phone (573)875-1111 Fax (573)874-8953


**DATE:** July 15, 2026

**TO:** Boone County Commission

**FROM:** Captain Brian Leer

**RE:** Budget Revision Request

The Boone County Sheriff's Office is requesting a Budget Revision for $4,437.00 to be budgeted for the purchase of three (3) new GETAC Body Worn Cameras with body worn camera mounts and associated licenses for our Directed Patrol Unit (DPU).

The GETAC Body Worn Cameras most of our uniformed personnel are issued are no longer under warranty or supported. Additionally, the personnel within the DPU were issued a mix of older style body worn cameras and new body worn cameras, which created compatibility issues when DPU personnel are assigned to work together within the same patrol vehicle.

We have identified savings within Department 1251, Account 92300, from the purchase of replacement ballistic handgun related shields that will cover the $4,437.00 needed to purchase the three (3) new GETAC body worn cameras, body worn camera mounts, and associated licenses.

RECEIVED

AUG 0 4 2026

BOONE COUNTY AUDITOR

# BOONE COUNTY, MISSOURI
# REQUEST FOR BUDGET REVISION

8/4/26
EFFECTIVE DATE

FOR AUDITORS USE

| Dept | Account | Fund/Dept Name | Account Name | (Use whole $ amounts) Transfer From Decrease | Transfer To Increase |
|---|---|---|---|---|---|
| 1251 | 92300 | Sheriff's Operations | Replacement Equip | 4,374 | |
| 1251 | 70100 | Sheriff's Operations | Software Subscription | | 480 |
| 1251 | 91300 | Sheriff's Operations | New Equip | | 3,894 |
| | | | | | |
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| | | | | 4,374 | 4,374 |

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Please see attached memo for the purchase of 3 new body worn cameras for our Directed Patrol Unit.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

☐ A schedule of previously processed Budget Revisions/Amendments is attached
☑ Unencumbered funds are available for this budget revision.
☑ Comments: Cover Cost - Body Worn Cameras

Agenda

Auditor's Office

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

## Aaron Neugarten

**From:** Leasa Quick
**Sent:** Tuesday, August 4, 2026 9:23 AM
**To:** Aaron Neugarten
**Subject:** RE: PO for Brite Computers
**Attachments:** BR for BWC take 2.pdf

I took out the $63 for molle mounts, we have plenty of money in uniform account.

---

**From:** Aaron Neugarten <ANeugarten@boonemo.gov>
**Sent:** Tuesday, August 4, 2026 9:09 AM
**To:** Leasa Quick <LQuick@boonemo.gov>
**Subject:** RE: PO for Brite Computers

Are you going to resubmit a new BR?

Thank you,


***Aaron Neugarten***
*Accountant/Financial Analyst*
Auditor's Department / Boone County Government, Missouri
801 E. Walnut Street, Room 304 / Columbia, MO 65201
tel: 573.886.4276
aneugarten@boonemo.gov


---

**From:** Leasa Quick <LQuick@boonemo.gov>
**Sent:** Tuesday, August 4, 2026 9:07 AM
**To:** Aaron Neugarten <ANeugarten@boonemo.gov>
**Subject:** PO for Brite Computers

Realizing the BR should be to 3 different accounts!

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 8/04/26 10:55:59

Year 2026
Dept 1251 GF SHERIFF OPERATIONS
Acct 92300 REPLCMENT MACH & EQUIP
Fund 100 GENERAL FUND

Class/Account A ACCOUNT
Account Type E EXPENSE
Normal Balance D DEBIT

| | |
|---|---|
| Original Appropriation | 2,343,375.00 |
| Revisions | 99,363.00- |
| Original + Revisions | 2,244,012.00 |
| Expenditures | 1,624,730.99 |
| Encumbrances | 395,851.82 |
| Actual To Date | 2,020,582.81 |
| Remaining Balance | 223,429.19 |
| Shadow Balance | 223,429.19 |

Expenditures by Period

| | | | |
|---|---|---|---|
| January | 8,995.00 | July | 1,547,898.76 |
| February | 14,500.00 | August | |
| March | 15,690.00 | September | |
| April | 3,190.00 | October | |
| May | 17,028.18 | November | |
| June | 17,429.05 | December | |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 8/04/26 10:56:13

| | | | |
|---|---|---|---|
| Year | 2026 | Original Appropriation | 84,840.00 |
| Dept | 1251 GF SHERIFF OPERATIONS | Revisions | 38,020.00 |
| Acct | 91300 MACHINERY & EQUIPMENT | Original + Revisions | 122,860.00 |
| Fund | 100 GENERAL FUND | Expenditures | 49,587.17 |
| | | Encumbrances | 3,526.87 |
| Class/Account | A ACCOUNT | Actual To Date | 53,114.04 |
| Account Type | E EXPENSE | Remaining Balance | 69,745.96 |
| Normal Balance | D DEBIT | Shadow Balance | 69,745.96 |

Expenditures by Period

| | | | |
|---|---|---|---|
| January | | July | 23,005.82 |
| February | | August | |
| March | | September | |
| April | 7,435.00 | October | |
| May | 13,944.44 | November | |
| June | 5,201.91 | December | |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 8/04/26 10:56:24

Year 2026
Dept 1251 GF SHERIFF OPERATIONS
Acct 70100 SOFTWARE SUBSCRIPTIONS
Fund 100 GENERAL FUND

Class/Account A ACCOUNT
Account Type E EXPENSE
Normal Balance D DEBIT

| | |
|---|---|
| Original Appropriation | 81,893.00 |
| Revisions | 1,128.00 |
| Original + Revisions | 83,021.00 |
| Expenditures | 37,827.00 |
| Encumbrances | |
| Actual To Date | 37,827.00 |
| Remaining Balance | 45,194.00 |
| Shadow Balance | 45,194.00 |

Expenditures by Period

| | | | |
|---|---|---|---|
| January | 4,588.00 | July | 2,901.00 |
| February | | August | |
| March | 5,672.00 | September | |
| April | | October | |
| May | | November | |
| June | 24,666.00 | December | |

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

Brite

# We have prepared a quote for you

## Boone CSO (MO) - 3 BC4 kits

Quote # 016506
Version 1

Prepared for:

**Boone County Sheriff's Office - MO**

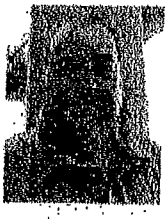
Chad Martin
CEMartin@boonemo.gov

3 - Getac BC4 (10180 no LTE) - One Year Cloud

| Description | | Price | Qty | Ext. Price |
|---|---|---|---|---|
| NCPA 01-170 | NCPA 01-170 Advanced Technology Solutions Aggregator | $0.00 | 1 | $0.00 |
| OVWX6XXXXX5 | BC-04-1080P - BWC Device, 128GB + FHD/HD/WVGA, WIFI + GPS + BLE, 5 years warranty, 5 years battery warranty | $1,298.00 | 3 | $3,894.00 |
| ORB342 | GVS : Body Worn Camera Molle Mount V2.0 | $21.00 | 3 | $63.00 |
| OUB01M | Getac Evidence License- Include Cloud Plan for BWC, Monthly Unlimited, Access to Reporting, Asset Mgt, Case Mgt, AD Integration, Live Stream, Mobile AVL Mapping | $40.00 | 12 | $480.00 |
| Q ord: NOTE: This will co-term your order through the end of 2026 so they will renew with the rest of your gold devices x24 months = 12 | | | | |
| | | | Subtotal | $4,437.00 |

# Brite

## Boone CSO (MO) - 3 BC4 kits




Prepared by:

Brite

Brian DeNomme
605-553-6620
Fax 585-758-0222
bdenomme@brite.com


Prepared for:

Boone County Sheriff's Office - MO

2121 County Drive
Columbia, MO 65202
Chad Martin
(573) 448-7047
CEMartin@boonemo.gov

Quote Information:

Quote #: 016506

Version: 1
Delivery Date: 07/03/2026
Expiration Date: 08/02/2026

## Quote Summary

| Description | Amount |
|---|---|
| 3 - Getac BC4 (10180 no LTE) - One Year Cloud | $4,437.00 |
| Total | $4,437.00 |

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All special-order or custom product, software and software licenses are non-refundable
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of invoice.
- **Please Note: Global trade and tariff uncertainty has created unpredictable pricing volatility. Brite cannot guarantee pricing of 3rd party solutions for more than 60 days. Please confirm quotes prior to order submission.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Brite

Boone County Sheriff's Office - MO

Signature: _____

Name: Chad Martin

Date: _____

397-2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone, pursuant to RSMo Sec. 233.150, does hereby acknowledge receipt of the attached annual financial report from the Centralia Special Road District (CSRD).

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

10

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

Vernon's Annotated Missouri Statutes
Title XIV. Roads and Waterways
Chapter 233. Incorporated Road Districts (Refs & Annos)
City or Town Road Districts

V.A.M.S. 233.150

# 233.150. Annual report of receipts and disbursements

Currentness

1. The said board shall make an annual settlement with the county commission during the month of August in each year, which settlement shall contain a full and correct itemized statement of all moneys received and from what sources received and for what purpose the same has been expended, giving each particular item, and shall be subscribed and sworn to by at least two members of said board before some officer authorized by the laws of this state to administer oaths, a copy of which settlement shall be filed with the county clerk, and may be published in some newspaper published in said road district in the discretion of the city council, the expenses of which shall be paid out of the city treasury.

2. Should any such board fail to make the annual settlement required herein during the month of August in each year, then the county, or its treasurer, shall not be authorized until such report be filed to pay out any sum, or sums, of money which may be due to said road district, or which may be set aside and placed to the credit of said road district. The board shall send a copy of such annual settlement to the state highways and transportation commission at Jefferson City at the time of the filing.

**Credits**
(R.S.1939, § 8699. Amended by L.1945, p. 1494.)

V. A. M. S. 233.150, MO ST 233.150
Statutes are current through the end of the 2018 Second Regular Session and First Extraordinary Session of the 99th General Assembly. Constitution is current through the November 6, 2018 General Election.

End of Document

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(1-2017)

# MISSOURI LOCAL GOVERNMENT FINANCIAL STATEMENT

| | |
|---|---|
| 1. Financial Statement Summary for the Year Ended | Month: December Year: 2025 |
| 2. Name of political subdivision | Centralia Special Road District of Boone County MO |
| 3. Political subdivision number | |
| 4. Name of county | Boone |
| 5. Name of contact | Jenny Truesdell |
| 6. Mailing address | 431 N Fullenwider<br>Centralia, MO 65240 |
| 7. Telephone number | 573-682-7719 |
| 8. Fax number | |
| 9. Email address | centrallasrd@gmail.com |
| 10. List up to 3 funds (other than General Fund) in the order you want them to appear in the Local Government Financial Statement (omit the word "fund") | 1.<br>2.<br>3. |

**The undersigned attests that this report is a true and accurate account of all financial transactions for the political subdivision listed above.**

**Preparer's name, title and date (required)**

Jenny Truesdell (Preparer's Name) Treasurer (Title) (Date)

## INSTRUCTIONS FOR COMPLETING FINANCIAL REPORT FOR POLITICAL SUBDIVISIONS

**Please mail the completed form to** State Auditor's Office, P.O. Box 869, Jefferson City, MO 65102 OR Email to localgovernment@auditor.mo.gov

### Part I – FINANCIAL STATEMENT

**A. Receipts (pages 3 and 4)**

1. **Property Tax** – Include real, personal, and other property tax, but do not include any tax revenues which you collect as agent for another governmental entity.
2. **Sales Tax** – Include any and all sales taxes by fund and type. Municipalities in St. Louis County should report their share of the county sales tax.
3. **Amusement Sales Tax** – Taxes on admission tickets and on gross receipts of all or specified types of amusement businesses.
4. **Motor Fuel Tax** – Taxes on gasoline, diesel oil, aviation fuel, gasohol, ethanol, and any other fuels used in motor vehicles or aircraft.
5. **Public Utilities Sales Tax** – Taxes imposed distinctively on public utilities, and measured by gross receipts, gross earnings, or units of service sold, either as a direct tax on consumers or as a percentage of gross receipts of utility.
6. **Tobacco Products Tax** – Taxes on tobacco products and synthetic cigars and cigarettes, including related products like cigarette tubes and paper.
7. **Hotel/Motel and Restaurant/Meals Tax** – Sales tax on hotel/motel and restaurant/meals.
8. **Alcoholic Beverages Licensing and Permit Taxes** – Licenses for manufacturing, importing, wholesaling, and retailing of alcoholic beverages.
9. **Amusements Licensing and Permit Taxes** – Licenses on amusement businesses generally and on specific types of amusement enterprises or devices.
10. **Motor Vehicles Licensing and Permit Taxes** – Licenses imposed on owners or operators of motor vehicles for the right to use public roads.
11. **Franchise Tax (Public Utilities Tax)** – Licenses distinctively imposed on public utilities, whether distinctively imposed on public utilities, whether privately or publicly owned.
12. **Occupation and Business Licensing and Permit Taxes** – Licenses required of persons engaged in particular professions, trades, or occupations.

CONTINUE WITH INSTRUCTIONS ON THE NEXT PAGE

## Part I - FINANCIAL STATEMENT - Continued

**13. Other Licenses and Permit Fees** – License and inspections charges on buildings, animals, marriage, guns, etc.

**14. Intergovernmental Receipts** – Specify source of intergovernmental grants and monies received (federal, state or local).

**16. Charges for Services** – Include fees and service revenue.

**17. Utility Receipts** – Gross receipts of any water, electric, gas, or transit systems operated by your government, from utility sales and charges.

**18. Interest Earned** – Interest earned from investments.

**19. Fines, Costs, and Forfeitures** – Receipts from penalties imposed for violations of law and civil penalties.

**20. Rents** – Revenues from temporary possession or use of government-owned buildings, land, and other properties.

**21. Donations** – Gifts of cash or securities from private individuals or corporations.

**22. Other Receipts and Transfers** – Include any other receipts that your political subdivision receives that would not be included in the above categories.

**Sections B and C Disbursements** – Should be broken down by function and/or object. Governments having multiple functions (such as police, fire, etc.) or objects (salaries, supplies, etc.) should provide both (if available) and the totals of both should agree.

**B. Disbursements By Function (pages 5 and 6)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.

**C. Disbursements By Object (pages 6 and 7)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.

**D. Statement Of Indebtedness (pages 7 and 8)** – This section requests information on debt issued by your political subdivision. Debt outstanding at the beginning of the fiscal year, plus debt issued less debt retired should equal the debt outstanding at the end of the fiscal year. All types of debt (e.g., general obligation bonds, revenue bonds, leases, notes) should be reported here.

**E. Interest on Debt – (page 8)** – Amounts of interest paid, including any interest paid on short-term or non-guaranteed obligations as well as general obligations.

**F. Statement of Assessed Valuation and Tax Rates (page 8)** – The assessed valuation information will be available from your county. The tax rate information will pertain to the tax rate set for the fiscal year reported.

**Part II – FINANCIAL STATEMENT SUMMARY (page 9)** – Five columns are provided, one for the total of all funds, one for your General Fund, and three for any other funds which you may have. If you have funds in addition to your General Fund, such as a Debt Service, Street, Water, or Sewer Fund, you need to insert the name of any such fund in the blanks provided. If you have more than three funds in addition to your General Fund, you will need to attach a separate page showing the additional funds.

The beginning balance of each fund, plus total receipts, less total disbursements should equal your ending balance. Total receipts for each fund should equal the total receipts shown on page 3. Total disbursements for each fund should equal the total disbursements shown on page 6.

**Part III - TAX ABATEMENT SUMMARY (page 10)** – Amounts from tax abatements resulting from an agreement between your political subdivision and individuals or entities in which your political subdivision has agreed to forgo tax revenues it otherwise would be entitled to in return for the individuals or entities taking a specific action after the agreement is entered into for economic development or other activities that benefit your political subdivision.

If you have any questions regarding the completion of this form, please feel free to call the Missouri State Auditor's Office, telephone (573) 751-4213.

**NOTICE** – State law requires political subdivisions to file a financial report with the State Auditor's Office each year pursuant to Section 105.145 RSMo and 15 CSR 40-3.030.



CONTINUE WITH FORM ON THE NEXT PAGE

## Part I - FINANCIAL STATEMENT

Centralia Special Road District of Boone County MO

**A. Receipts**

| | FUNDS - *Report in whole dollars* | | | | |
|---|---|---|---|---|---|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 1. Total property tax | $ 0 | $ | $ | $ | $ |
| 2. Total sales tax | 0 | | | | |
| 3. Amusement sales tax | 0 | | | | |
| 4. Motor fuel tax | 0 | | | | |
| 5. Public utilities sales tax | 0 | | | | |
| 6. Tobacco products tax | 0 | | | | |
| 7. Hotel/Motel and restaurant/meals tax | 0 | | | | |
| 8. Alcoholic beverages licensing and permit taxes | 0 | | | | |
| 9. Amusement licensing and permit taxes | 0 | | | | |
| 10. Motor vehicles licensing and permit taxes | 0 | | | | |
| 11. Franchise tax (public utilities tax) | 0 | | | | |
| 12. Occupation and business licensing and permit taxes | 0 | | | | |
| 13. Other licenses and permit fees | 0 | | | | |
| 14. Intergovernmental receipts | | | | | |
| a. Property Tax | 249,210 | 249,210 | | | |
| b. Sales Tax | 162,348 | 162,348 | | | |
| c. Surtax | 51,344 | 51,344 | | | |
| d. CART | 105,851 | 105,851 | | | |
| e. | 0 | | | | |
| f. | 0 | | | | |
| g. | 0 | | | | |
| h. | 0 | | | | |
| i. **TOTAL** *Sum of lines 14a-h* | $ 568,753 | $ 568,753 | $ 0 | $ 0 | $ 0 |
| 15. **SUBTOTAL** *Sum of items 1-14i* | $ 568,753 | $ 568,753 | $ 0 | $ 0 | $ 0 |

## Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County MO

A. Receipts - Continued

| | FUNDS - Report in whole dollars | | | | |
|---|---|---|---|---|---|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 15. SUBTOTAL (from page 3) | $ 568,753 | $ 568,753 | $ 0 | $ 0 | $ 0 |
| 16. Charges for Services | | | | | |
| a. | 0 | | | | |
| b. | 0 | | | | |
| c. | 0 | | | | |
| d. TOTAL Sum of lines 16a-c | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 |
| 17. Utility receipts | | | | | |
| a. | 0 | | | | |
| b. | 0 | | | | |
| c. | 0 | | | | |
| d. | 0 | | | | |
| e. TOTAL Sum of lines 17a-d | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 |
| 18. Interest earned | 19,937 | 19,937 | | | |
| 19. Fines, costs, and forfeitures | 0 | | | | |
| 20. Rents | 0 | | | | |
| 21. Donations | 0 | | | | |
| 22. Other receipts and transfers | | | | | |
| a. Insurance Refund | 730 | 730 | | | |
| b. | 0 | | | | |
| c. Interfund transfers | 0 | | | | |
| d. TOTAL Sum of lines 22a-c | $ 730 | $ 730 | $ 0 | $ 0 | $ 0 |
| 23. TOTAL RECEIPTS Sum of items 15 through 22d | $ 589,420 | $ 589,420 | $ 0 | $ 0 | $ 0 |

PLEASE CONTINUE WITH **DISBURSEMENTS** ON PAGE 5

## Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County MO

**B. Disbursements (by function)**

| | FUNDS - Report in whole dollars | | | | |
|---|---|---|---|---|---|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| 1. Highways and streets | $ 679,475 | $ 679,475 | $ | $ | $ |
| 2. Financial administration | 0 | | | | |
| 3. Central administration | 0 | | | | |
| 4. Fire | 0 | | | | |
| 5. Parks and recreation | 0 | | | | |
| 6. Solid waste management | 0 | | | | |
| 7. Sewerage | 0 | | | | |
| 8. Water supply system | 0 | | | | |
| 9. Hospitals | 0 | | | | |
| 10. Health (other than hospital) | 0 | | | | |
| 11. Police | 0 | | | | |
| 12. Judicial and legal | 0 | | | | |
| 13. Correctional institutions | 0 | | | | |
| 14. Probation | 0 | | | | |
| 15. General public buildings | 0 | | | | |
| 16. Libraries | 0 | | | | |
| 17. Public welfare | 0 | | | | |
| 18. Protective inspection and regulation | 0 | | | | |
| 19. Housing and community development | 0 | | | | |
| 20. Economic development | 0 | | | | |
| 21. Natural resources | 0 | | | | |
| 22. Airports | 0 | | | | |
| 23. SUBTOTAL Sum of lines 1-22 | $ 679,475 | $ 679,475 | $ 0 | $ 0 | $ 0 |

## Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County MO

| B. Disbursements (by function) Continued | TOTAL all funds | FUNDS *Report in whole dollars* General Fund | Fund | Fund | Fund |
|---|---|---|---|---|---|
| 23. SUBTOTAL *(from page 6)* | $ 679,475 | $ 679,475 | $ 0 | $ 0 | $ 0 |
| 24. Electric power system | 0 | | | | |
| 25. Parking facilities | 0 | | | | |
| 26. Gas supply system | 0 | | | | |
| 27. Transit or bus system | 0 | | | | |
| 28. Sea and inland port facilities | 0 | | | | |
| 29. Miscellaneous commercial activities | 0 | | | | |
| 30. Other - *Specify* | | | | | |
| a. | 0 | | | | |
| b. | 0 | | | | |
| c. | 0 | | | | |
| 31. Interfund transfers | 0 | | | | |
| 32. TOTAL DISBURSEMENTS (by function) Sum of items 23-31 | $ 679,475 | $ 679,475 | $ 0 | $ 0 | $ 0 |
| **C. Disbursements (by object)** | | | | | |
| 1. Salaries | 121,526 | 121,526 | | | |
| 2. Fringe benefits | 24,240 | 24,240 | | | |
| 3. Operations | 159,856 | 159,856 | | | |
| 4. SUBTOTAL Sum of items C1-3 | $ 305,622 | $ 305,622 | $ 0 | $ 0 | $ 0 |

*PLEASE CONTINUE WITH **DISBURSEMENTS** ON PAGE 7*

## Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County, MO

**B. Disbursements (by object) - Continued**

| | TOTAL all funds | FUNDS - Report in whole dollars: General Fund | Fund | Fund | Fund |
|---|---|---|---|---|---|
| 4. SUBTOTAL (from page 6) | $ 305,622 | $ 305,622 | $ 0 | $ 0 | $ 0 |
| 5. Capital expenditures - Specify | | | | | |
| a. OLD 124 CHIP ROCK SEAL | 43,018 | 43,018 | | | |
| b. Hwy JJ Overlay | 318,950 | 318,950 | | | |
| c. Marking Paint | 11,885 | 11,885 | | | |
| d. | 0 | | | | |
| e. | 0 | | | | |
| f. | 0 | | | | |
| g. | 0 | | | | |
| 6. Interfund transfers - Specify | | | | | |
| a. | 0 | | | | |
| b. | 0 | | | | |
| 7. TOTAL DISBURSEMENTS (by object) Sum of items 4-6b | $ 679,475 | $ 679,475 | $ 0 | $ 0 | $ 0 |

**D. Statement of Indebtedness**

| | FUNDS - Report in whole dollars: Outstanding Beginning of Fiscal Year | During Fiscal Year - Issued | During Fiscal Year - Retired | Outstanding End of Fiscal Year |
|---|---|---|---|---|
| 1. General obligation bonds | | | | |
| a. | | | | 0 |
| b. | | | | 0 |
| c. | | | | 0 |
| 2. Revenue bonds | | | | |
| a. | | | | 0 |
| b. | | | | 0 |
| c. | | | | 0 |
| 3. SUBTOTAL Sum of items D1 and 2 | $ 0 | $ 0 | $ 0 | $ 0 |

## Part I - FINANCIAL STATEMENT - Continued

Centralia Special Road District of Boone County MO

**D. Statement of Indebtedness Continued**

| | FUNDS - Report in whole dollars | | | |
|---|---|---|---|---|
| | Outstanding Beginning of Fiscal Year | During Fiscal Year - Issued | During Fiscal Year - Retired | Outstanding End of Fiscal Year |
| 3. SUBTOTAL (from page 7) | $ 0 | $ 0 | $ 0 | $ 0 |
| 4. Other debt - Specify | | | | |
| a. | | | | 0 |
| b. | | | | 0 |
| c. | | | | 0 |
| 5. Conduit debt | | | | 0 |
| 6. TOTAL STATEMENT OF INDEBTEDNESS Sum of Items 3-5 | $ 0 | $ 0 | $ 0 | $ 0 |

**E. Interest on Debt**

| | |
|---|---|
| 1. Interest on water supply system debt | $ |
| 2. Interest on electric power system debt | $ |
| 3. Interest on gas supply system debt | $ |
| 4. Interest on transit or bus system debt | $ |
| 5. Interest on all other debt | $ |

**F. Statement of Assessed Valuation and Tax Rates**

| | |
|---|---|
| 1. Real estate | $ |
| 2. Personal property | |
| 3. State assessed railroad and utility | |
| TOTAL VALUATION 4. Sum of Items F1-3 | $ 0 |

| Tax Rates Funds - Specify | Tax rate (per $100) |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

## Part II - FINANCIAL STATEMENT SUMMARY

| | FUNDS *Report in whole dollars* | | | | |
|---|---|---|---|---|---|
| | TOTAL all funds | General Fund | Fund | Fund | Fund |
| A. Beginning balance | $ 553,382 | $ 553,382 | $ | $ | $ |
| B. Total receipts | 589,420 | 589,420 | 0 | 0 | 0 |
| C. Total disbursements | 679,475 | 679,475 | 0 | 0 | 0 |
| D. Ending balance | $ 463,327 | $ 463,327 | $ 0 | $ 0 | $ 0 |

### NOTES

*Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.*

## Part III - TAX ABATEMENT SUMMARY

| | Political Subdivisions Abatements | | | |
|---|---|---|---|---|
| | Abatement 1 | Abatement 2 | Abatement 3 | Abatement 4 |
| Taxes Abated | | | | |
| Authority of Tax Abatement | | | | |
| Abatement Rate | | | | |
| Dollar Amount of Taxes Abated | $ | $ | $ | $ |

## NOTES

*Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.*

398-2026

# CERTIFIED COPY OF ORDER

**STATE OF MISSOURI** } **ea.**
**County of Boone**

August Session of the July Adjourned **Term. 20** 26

**In the County Commission of said county, on the** 11th **day of** August **20** 26

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

Now on this day, the County Commission of the County of Boone does hereby approve a Cooperative Agreement with the Boone County Regional Sewer District (BCRSD) for management services. The terms of the agreement are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 11th day of August, 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Docusign Envelope ID: 57266E42-781E-85A6-82A2-9891DCC53D33

**COOPERATIVE AGREEMENT FOR**
**MANAGEMENT CONSULTANT SERVICES**

**THIS AGREEMENT,** dated August 1, 2026, is made by and between **Boone County, Missouri,** ("County") and **Boone County Regional Sewer District** (BCRSD) through its Board of Trustees ("District").

In consideration of the performance by each party of their respective obligations under this agreement, the parties agree as follows:

1. **Background and Purpose of Agreement** - County and District desire to foster a coordinated working relationship in the provision of necessary sewer services for existing developments and future developments in the County within District's service area. For this purpose, District desires to engage professional staff employed by County to assist District in its operations. County is willing to provide District with professional staff to assist District under the terms and conditions of this agreement and under the general framework outlined in the Cooperative Agreement between the parties approved in Boone County Commission Order 280-2026. It should also be noted that this agreement shall supersede and replace the Cooperative Agreement for Management Consultant Services approved between the parties in Commission Order 35-2008.

2. **Management Services** - District hereby appoints **Jesse Stephens** as management consultant to the District and County hereby consents to such appointment. The appointee shall devote the estimated amounts of time and shall have the work responsibilities and activities as described in Exhibit A, which is attached to and incorporated in this agreement by reference. The appointee shall serve in his appointed capacity at the pleasure of the Board of Trustees of the District and shall be subject to the supervision and control of the District Board of Trustees with respect to his services provided to the District under this agreement. However, notwithstanding his appointment, the appointee under this management consultant services agreement shall be considered a full-time employee of County in all other respects and for all purposes except as provided under this agreement. It is further agreed between the County and District that the ultimate right of control with respect to the appointee, with respect to the employer-employee relationship, is vested in County and that County shall have the right at all times to establish the terms and conditions of the appointee's employment and to exercise supervision and control over the employment relationship. In the event District through its Board of Trustees determines that it disputes or disagrees with the employment practices or policies of County with respect to the appointee named herein, its sole recourse shall be to terminate this agreement or renegotiate the terms and conditions of this agreement. Further, both District and County understand and agree that the appointee named herein is not subject to any employment contract with the

County and that such appointee has no direct or indirect obligation under or beneficial interest in this agreement. Appointee has disclosed to County any employment contract or agreement to which appointee is a party, including his employment agreement with District, and District agrees that, to the best of District's knowledge, appointee has not violated any provision of his employment agreement with District as of the date of this agreement. In addition, District agrees that appointee may use "confidential and proprietary information" received during his tenure as an employee of District or otherwise, including, but not limited to during the course of providing services to District pursuant to this agreement, without causing any breach of District's employment agreement with appointee, provided that appointee uses such confidential and proprietary information of the District only for the benefit of the District. In the event that the appointee named herein shall terminate his employment with County, or otherwise decline or discontinue to act as an appointee under this agreement, then in such event this agreement shall automatically terminate upon any such event with respect to such appointee.

3. **Financial Obligations** - District agrees to reimburse County for work performed by the appointee in accordance with the County's salary for the appointee's position as approved in the current year's County budget for the number of weekly hours set forth in Exhibit A. District understands that the budgeted hours shown in Exhibit A are a best estimate and appointee will not be responsible for tracking exact time spent on District obligations under this Agreement. County will invoice District for sixteen (16) hours of those services weekly at the then-current pro-rated salary rate on a monthly basis, plus an administrative fee of 5%. Invoices for services shall be paid within 30 days of receipt by District. District shall be responsible for payment of employee incidental expenses for the appointee, such as mileage, special training expense, and travel reimbursements, in accordance with District policies established for these purposes. In the event services of appointee's employment are terminated for any reason, payment for services of the appointee shall be paid through the end of the week that includes the date of termination. Charges set forth herein shall be subject to adjustment for future calendar years as specified in the county budget adopted by order of the Boone County Commission each fiscal year. It is agreed that it shall be the responsibility of the District to review county budget proposals for payments to be made under this agreement each fiscal year and to make recommendations to County as a part of its annual budget process concerning changes to any payments or compensation to be paid to County under this agreement; otherwise, District agrees that any budget order adopted by the Boone County Commission with respect to services to be provided under this agreement shall be acceptable to District and District's sole means for changing any term or condition of county compensation shall be restricted to modifying or terminating this agreement as provided for in section 5 below.

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4. **Insurance and Indemnification** - County shall maintain workers' compensation, unemployment compensation and other statutory employer required insurance on the appointee in its capacity as his employer. County also shall maintain public officials' liability insurance, professional liability insurance and such other insurance coverage on the appointee as it does for other county officials and professionals who are similarly classified as the appointee. To the extent covered under District contracts for liability insurance, District shall maintain liability insurance coverage on the appointee, regardless of whether such coverage duplicates County coverage, but only to the extent that such coverage is otherwise maintained by District without special endorsement or extraordinary cost; such coverage shall include but not be limited to motor vehicle liability insurance for the appointee use of District motor vehicles, and such other liability insurance customarily maintained by District applicable to its officials, employees, agents, and representatives. Nothing in this agreement shall be construed to require either the District or County to defend or indemnify the other from or against any monetary claim or cause of action which might arise against or involve the appointee named herein not covered by insurance. Further, nothing in this agreement is intended or shall be construed to expand or restrict any insurance policies or coverage which either the County or District carry or maintain in the normal course of their governmental operations. However, to the extent consistent with applicable insurance agreements, District shall be obligated to defend claims or causes of action arising out of the appointee's decisions and actions made on behalf of the District, regardless of whether such decisions or actions are approved or ratified by the District Board of Trustees; in addition and to the extent consistent with applicable insurance agreements, County shall be obligated to defend claims or causes of action arising out of the appointee's decisions and actions made on behalf of the County or, to the extent not covered by District's insurance agreements, the District, regardless of whether such decisions or actions are approved or ratified by the County Commission. Notwithstanding any other provision of this Agreement, nothing herein should be construed as waiving either the District's or the County's available sovereign or other immunity defenses under Missouri law.

5. **Modification and Termination of Agreement** - Either party to this agreement may request modification of the terms and conditions of this agreement, or may terminate this agreement, upon reasonable written notice. Reasonable written notice shall be as mutually agreed upon by the County and District, or in the absence of agreement, 30 days from the date notice of intent to modify or terminate this agreement is actually received by the party to which it is sent, provided, however, that County shall provide written notice of termination 90 days prior to termination of this agreement when such termination is within the reasonable control of the County. Notice to modify or terminate this agreement shall specify in writing the desired modifications to the agreement or the date of termination, as applicable. This agreement and any renewal of this agreement shall automatically terminate in the event either party fails to make annual appropriations

available to fund its financial obligations hereunder.

6. **Effective Date and Automatic Renewal** - This agreement shall be effective from and after August 1, 2026 and run through July 31, 2027. This agreement will automatically renew for two additional, one-year periods unless terminated by either party as set forth herein. This agreement shall terminate by its terms on July 31, 2029, but the parties may enter into a subsequent agreement for a term beyond that date. The terms and conditions of this agreement are conditioned upon County and District making annual appropriations available to fund their respective financial obligations under this agreement and subject to the provisions for modification and termination as provided in paragraph 5 above.

7. **Notices** – Any notice, request, or other communication required by this Agreement shall be provided in writing, including electronic mail communication with a signatory, or their successor, of this Agreement, or by United States postal service at the addresses specified below:

**County:**

Boone County Commission
801 E Walnut, Rm 333
Columbia, Missouri 65201
boone_county_commission@boonemo.gov

With a copy to:
CJ Dykhouse, County Counselor
801 E Walnut, Rm 211
Columbia, MO 65201
cdykhouse@boonemo.gov

**District:**

Boone County Regional Sewer District
Attn: Randy Chann, Chair
1314 N. 7th St.
Columbia, MO 65201

With a copy to:
Christopher Pieper, General Counsel
414 E. Broadway, Suite 100
Columbia, MO 65201

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cpieper@bbdlc.com

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective on the date first above written.

**Boone County Regional Sewer District**

By: Signed by: DFAE0B2CB419450...

Randy Chann, Chairman

ATTEST:

Signed by: Brian Burks 3079EC02B477414...

Brian Burks, Secretary

Approved as to legal form:

Signed by: Chris Pieper 7BE8A310B0314BB...

Chris Pieper, Attorney for District

**Boone County, Missouri**

By: Boone County Commission

Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L Lennon SEAL

Brianna L. Lennon, County Clerk

Approved as to legal form:

CJ Dykhouse, County Counselor

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**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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

| | | |
|---|---|---|
| Kyle Rieman, Auditor | 8-6-25 | 1711 - 10100<br>2091 - 10106 |
| Kyle Rieman, Auditor | Date | Appropriation Account |

Docusign Envelope ID: 57266E42-781E-85A8-82A2-9891DCC53D33

# EXHIBIT A

## Planning

- Coordinate strategic planning to further the mission of the District;
- Develop goals, plans and metrics to achieve and measure progress toward achieving outcomes of the District's strategic plan;
- Identify challenges and opportunities that may impact the District's operations and/or finances and assist in developing strategies to address;
- Conduct public relations and stakeholder engagement on behalf of the District as directed the Board of Trustees;
- Liaison between Boone County Resource Management and Boone County Regional Sewer District, including providing regular planning and zoning updates to the Board of Trustees.

## Administration

- Effectively organize and manage the senior leadership team of the District to ensure adequate resources are available to meet operational and administrative responsibilities;
- Develop and implement succession planning for key positions and develop a senior leadership team with direct accountability for assigned critical functions;
- Provide annual reports to the Board regarding staff performance, strengths, weaknesses, and plans for improvement;
- Oversee fiscal matters, including budgeting for operations and capital projects;
- Oversee development and administration of personnel policies and employee performance evaluations;
- Assist in conducting staff meetings as needed;
- Oversee preparation for and attendance at monthly Board meetings.

## Operations

- Analyze impact of potential territorial issues, including wholesale transfers to/from other sewer providers, and assist in developing plans to mitigate cost impacts;
- Assure adequacy and compliance with District policies and contracts to which the District is a party, whether operational, financial, administrative, etc.;
- Provide periodic reports to Board on specific activities and, outcomes and impacts to the District's mission;
- Assist with the development, implementation and management of policies, procedures and regulations necessary for the operations of the sewer district;
- Perform other duties as assigned consistent with the senior leadership position of the District as directed by the Board;

**Approximate hours to be 16 hours per week through 2026 and reevaluated in November 2026 for 2027.**