

Land Surveying  
& Civil Engineering  
Design Services on  
Various Projects  
(4 Bids Received)



LAND SURVEYING &  
CIVIL ENGINEERING  
DESIGN SERVICES on  
VARIOUS PROJECTS

Camden County, MO  
March, 2024





March 21, 2024

Rowland A. Todd  
Camden County Clerk  
1 Court Circle NW, Suite #2  
Camdenton, MO 65020

RE: Request for Qualifications  
Land Surveying & Civil Engineering Design Services on Various Projects-2024

Dear Camden County,

We, very much, wish to continue serving Camden County's Road and Bridge Department with Engineering and Surveying Services. Together, we have addressed some important needs in the county including:

- The repair of the Ozark Isle Road slope failure,
- The repair of Bridge No 1470000 on Tunnel Dam Road
- Surveying for McCubbins Road
- Engineering study for Anderson Hollow Road and Melody Lane
- Dry Hollow Road plan interpretation
- Wilbus Drive land slide repair and stabilization
- Multiple bridge funding applications

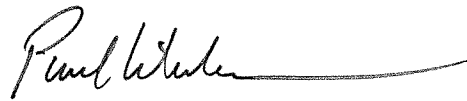
One of the best parts of our on-call agreement is that we have met and got to know a nice group of people who care about making Camden County a great place to live. We propose to continue having Shannon Howe and Paul Winkelmann to be your primary contacts. Our intent is to be there when needed, in person, but not less than every 2-3 weeks. We will be convenient and responsive to your needs. You can count on us.

Please review our submission and contact us with any questions.

Sincerely,



Shannon J. Howe, P.E., S.E.  
Ph: 660-651-1582  
Email: shannon@howecompany.com



Paul Winkelmann, P.E.  
Mobile: 573-619-1490  
Email: paul@howecompany.com

Enc.



## QUOTES FROM OUR CLIENTS

**"Any questions that we have about a bridge are answered in a way that we can understand." Bill Rash, Jr. Lewis Co Road & Bridge Supervisor**

*"Easy to work with and do outstanding work." Bill Rash, Jr. Lewis Co Road & Bridge Supervisor*

**"All phone calls to Howe Company are answered or responded back very quickly. No waiting to get an answer on something." Bill Rash, Jr. Lewis Co Road & Bridge Supervisor**

*"(Howe Company) were (sic) a company that answer (s) any question within an hour at the most. usually within a minute. They were on site (sic) every time without ever being ask."  
Buddy Kattelmann, Clark Co. Presiding Commissioner*

**"...they look out for the county's interests at all times." Buddy Kattelmann, Clark Co. Presiding Commissioner**

**Howe Company "listen(s) to our questions and needs and respond with a great product."  
Jeff McCann, Boone County Chief Engineer**

**"With a short turn around and a changing scope of services, Howe Company, LLC was able to help with a preliminary design." Brian Crane, Moberly, Missouri City Manager**

*"Very conscientious company that kept to the project schedule, all paperwork submitted on time and professionally managed." Jesse Rogers, Lewis County Regional Airport Manager*

*"Howe Company was outstanding in knowing what was needed to complete our project. Completing the project ahead of schedule and under budget."  
Jesse Rogers, Lewis County Regional Airport Manager*

**Howe Company "...employs straight-forward personnel with a lot of common sense." Jesse Rogers, Lewis County Regional Airport Manager**

*"Very accommodating, respond quickly and assists with short time frames." Ron Urton,  
Trenton, MO City Administrator*

**"We are committed to remain with this excellent engineering firm!"  
Mark Thompson, Adair County Commissioner**

*"Howe Company kept in great communication with all involved to express importance of critical timelines." Stephanie Wilson, Macon Municipal Utilities*

"Howe Company met with our staff to make sure that all aspects of the project were thought out." Stephanie Wilson, Macon Municipal Utilities

*"Howe Company was confident on the approach for our project and carried it through after discussions were held with all parties." Stephanie Wilson, Macon Municipal Utilities*

"Howe Company took a project with multiple players and made it as seamless as possible." Stephanie Wilson, Macon Municipal Utilities

*"A very positive experience with complete trust in Shannon and the employees." Grundy County Commission*

Howe Company "...excel(s) at what they do." Jake Taylor, Bethany City Administrator

*Howe Company is "...a loyal & knowledgeable company and easy to work with."*  
*Ed Douglas, Livingston County Presiding Commissioner*

"Howe Company has always been great to work with. They are knowledgeable, experienced, and typically ahead of schedule."  
Evan Glasgow, Knox County Presiding Commissioner

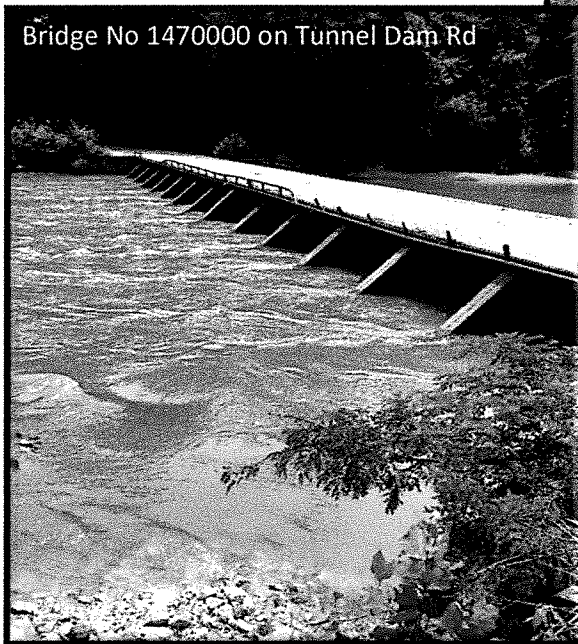
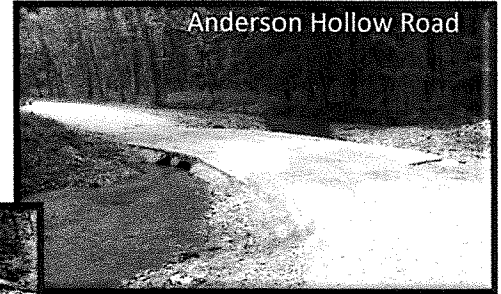
*"Engineers and staff are readily available, respond promptly, & communicate clearly. (Our) project had significant schedule requirements. Howe Co went the extra mile to ensure all were met or exceeded."*  
*Jonne Slemons, Mayor, Former Administrator, City of Bethany*

*"Howe Company, LLC is excellent to work with and always does high quality work. They explain details of the project so that anyone can understand. I have also always been impressed with the accuracy of their estimates."* Dennis Eastin, Superintendent, South Harrison R-2 School District

*"Howe Company, LLC did an excellent job in communicating and being accessible throughout the project and always did so in a timely and professional manner. In addition, the company was easy to work with, explained things in a way that was easy to understand, and seemed to have the district's best interest in mind when offering advice and when handling any and all circumstances that would arise. I would recommend Howe Company, LLC without any reservations."* Lori Price, Superintendent, Sweet Springs RVII School District

### Work Order 1 – Anderson Hollow Road and Melody Lane

Howe Company was hired to perform hydraulic studies and recommend bridge and roadway improvements that would increase the serviceability of the low water crossing sites. An opinion of cost, affected landowners, and required permits was provided. This work is complete.

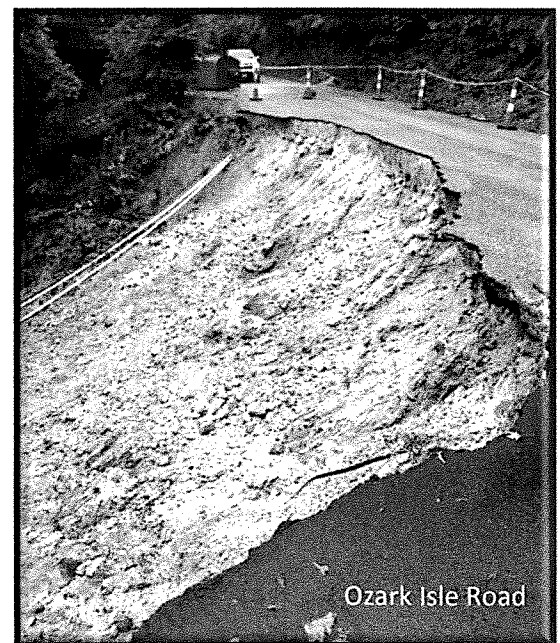


### Work Order 2 – Repair of Bridge No 147000 on Tunnel Dam Road

Howe Company was hired to prepare construction plans, bid and contract documents, easements, and permit applications required for a contract to underpin the scoured portion of the bridge. The project included 34 landowners. Howe Co also provided bidding services, construction observation, and contract administration. This work is complete.

### Work Order 3 – Ozark Isle Road – Repair of Slope Failure

Howe Company was initially hired to study the cause of the slope failure and develop options for its repair. We partnered with Eric Lidholm, P.E. at Crockett Geotechnical Engineering and developed a recommendation based on work that could be done by area contractors using locally available materials. The work was expanded to include preparation of construction documents, easements, and communications with landowners, bidding services, construction observation and contract administration. This project was completed March, 2022.

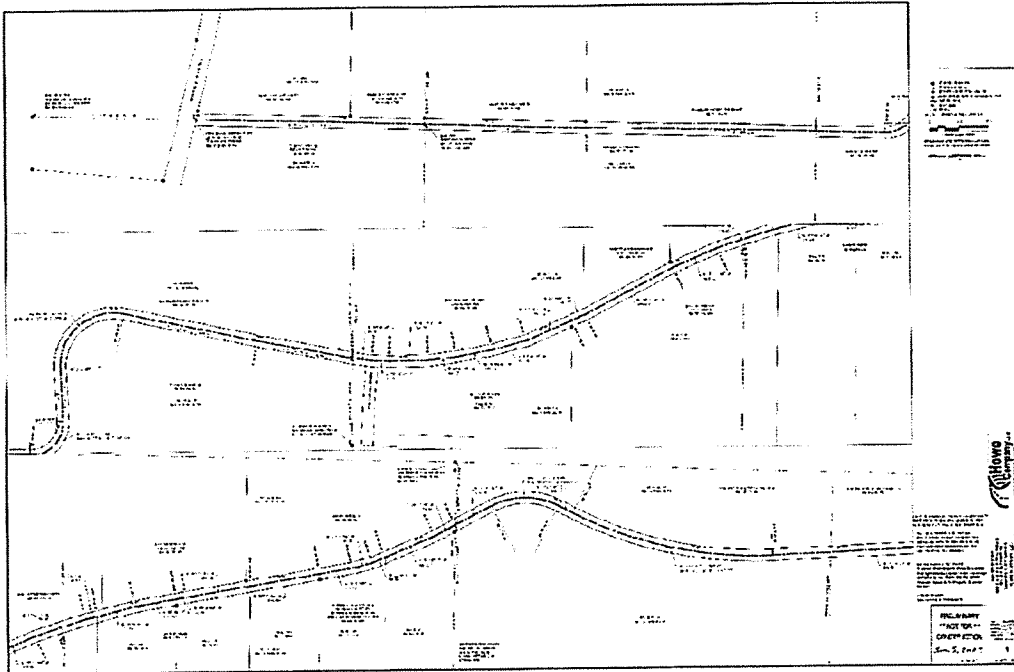


### **Work Order 4 – BRO Easements and Document Preparation**

Howe Company was hired to help Camden County prepare final right of way documents for a BRO project engineered by another engineering firm. We reviewed the information on hand and provided recommendations and examples of documents to be prepared. This work is complete.

### **Work Order 5 – McCubbins Road**

Howe Company was hired to perform field surveying and land ownership mapping along the road as requested by the federal government. A draft of the ownership map has been prepared to share with the federal government agency. This work will be completed after receiving feedback from the draft submittal.



### **Work Order 6 – Dry Hollow Road**

Howe Company was hired to assist in plan reading and interpretation of plans, field layout, project communication and coordination for improvements to Dry Hollow Road. The improvements were completed November, 2022.



### **Work Order 7 – Funding Application Assistance for 3 bridges**

Howe Company was hired to assist with funding applications for 3 bridges. Bridge No 1600028 was awarded by MoDOT and is designed by Howe Co and is close to being advertised for bids and construction.





## STATEMENT OF QUALIFICATIONS

### HISTORY OF HOWE COMPANY, LLC

Howe Company, LLC (HoweCo) was established in January, 2014 by Shannon J. Howe, P.E., S.E., who is the manager and sole member of the Missouri Limited Liability Company. In May 2014, Howe Company, LLC received its certificates of authority to practice engineering and land surveying in the State of Missouri. In June 2014, Shannon purchased various equipment, assets, all of the active Missouri bridge engineering contracts, from his former employer and continues to serve his existing clients through Howe Company, LLC.

The firm provides civil engineering, structural engineering, and land surveying services to both public and private clients in Missouri. The technical staff at HoweCo includes several people that worked with Shannon while at their former employers. The technical staff of Howe Company, LLC consists of some of the most experienced people in their field and some have worked together for over 20 years.

HoweCo's office is in Macon, Missouri and it employs people from Adair, Macon, and Ralls counties.

### QUALIFICATIONS

The majority of work for this team consists of local transportation projects (LPA) with some form of federal funding. Our work continues to diversify as local communities learn about our company. We also provide services on projects with local funds and various combinations of funding sources. We understand the needs of rural clients and the importance of funding assistance. We've been to the MoDOT LPA training and we've participated in discussions with MoDOT to make the LPA process better. The LPA transportation work, especially county bridges, is a big part of our business.

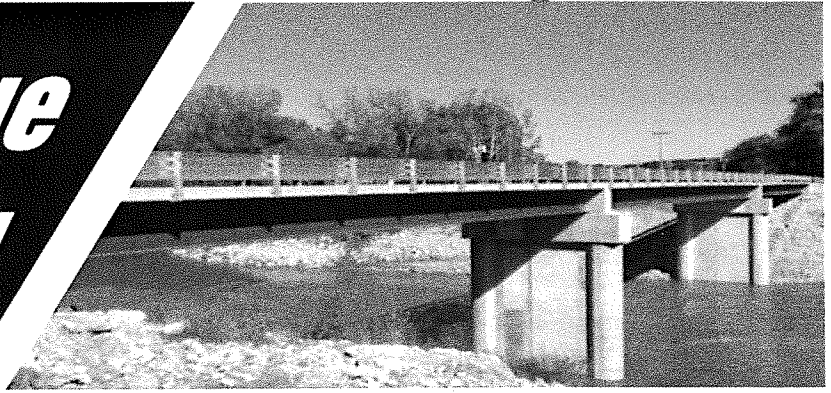
The project experience for Howe Company continues to grow and diversify. We have provided civil engineering and land surveying for the following types of projects since HoweCo was started:

- Many county bridge replacements and repairs;
- Evaluation of a sewer collection system to determine if there was adequate capacity to connect a new truck stop to the system;
- Inspection of buildings for safety;
- Construction inspection & concrete testing for a new jail and courthouse addition;
- Foundation design, large wood beam design and construction inspection and concrete testing for a 10,000 square foot home valued at \$1.2 million;
- Development of a preliminary plat and survey documents for the early phases of a residential subdivision;
- Topographic survey of an airport and preparation of electronic files that were used by the prime engineer to design improvements;
- Preliminary engineering for a Tax Increment Financing District established to fund local transportation improvements;

- Construction staking for several projects including:
  - Establishment of baselines for use by all trades on a jail/courthouse project;
  - Sidewalk project along a state highway;
  - Multiple bridge projects;
  - A multi-building apartment complex.
- Preliminary Engineering reports to support grant applications for street & drainage improvements;
- Design, Bidding and Construction Phase Services for a city street extension with concrete pavement, curb & gutter, storm water, gravity sanitary sewer, and water main improvements;
- Engineering for a new water main in casing on an existing bridge over the BNSF Railway;
- Engineering for a mudjacking project to raise 2 classroom floors in a high school;
- Design, Bidding, and Construction Phase Services for a crack seal and seal coat project for apron and taxiway pavement at a small regional airport;
- Multiple road and street chip-seal projects;
- Overlay of an industrial road;
- Pavement and drainage improvements for a school district;
- Design, Bidding and Construction Phase Services for a new sidewalk at a county courthouse;
- Design, Bidding, and Construction Phase Services for repairs to a city lake and a bypass raw water main;
- Water Main and Sanitary Sewer extensions.

# Experience and Technical Competence

## Bridge Engineering



We design bridges that connect people and improve communities.

Howe Company excels at planning, design, construction, and maintenance of bridges to ensure safe and effective transportation of vehicles, people and goods. Put simply, we help vehicles and pedestrians cross rivers, valleys, roads, and other obstacles. We do the math to engineer bridges and roads that support necessary loads without excessive stress or degradation of the structures.

## Services

### Planning & Budgeting Assistance:

- Cost Estimates
- Cash Flow Planning
- Knowledge of Funding Options

### Grant Application Assistance

- Better Utilizing Investment to Leverage Development (BUILD)
- Community Development Block Grant (CDBG)
- Transportation Alternatives Program - Safe Routes to School (TAP)

### Project Review & Prioritization:

- Non-Biased
- Site Visit & Condition Assessment
- Review of MoDOT Inspections
- Recommendation of 5 Year Plan

### Small Scale Studies:

- Increase Load Postings
- Repairs to Re-Open a Bridge
- Hydraulics for a New Bridge
- Hydraulics for Culverts
- Bridge Load Postings

### Design Experience

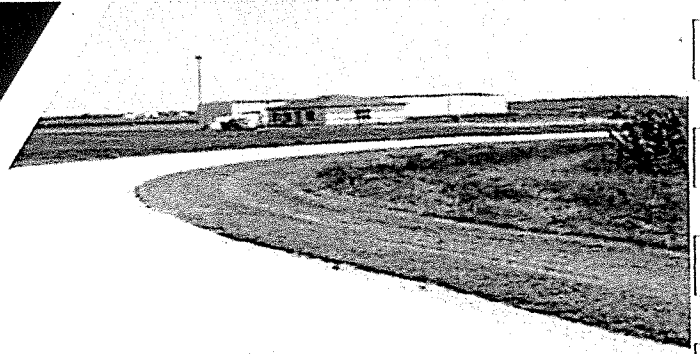
- Bridge Hydraulics
- H-Piles & Round Piles
- Spread Footings
- Solid Wall Piers / Multi-Spans
- Pre-Stressed TT and I-girders
- New & Used Steel Girders
- Pre-fabricated Slabs
- Box Culverts
- Corrugated Metal Pipe Culverts

## BRO/Soft Match Credit

- Conceptual Cost Estimates
- Coordination and Documentation of BRO/Credit Trades
- Practical Design Philosophy
- Landowner Meetings
- Utility Relocation Coordination
- Contractor Built Bridges
- County Built Bridges
- Scour Mitigation/River Alignment Changes
- Material Bids
- Preparation of correspondence/documentation
- Bidding Services
- Construction Contract Administration
- Project Closeout

Did you know? The BRO program is intended to assist counties with the replacement/rehabilitation of their deficient bridges. The program is administered by the Missouri Department of Transportation. Funds are available to finance up to 80% of a project. This may be increased with the use of soft match credit. Soft match credit is obtained by building a qualified project with local funds and submitting costs to MoDOT or by trading with other counties. Practical design allows the engineer and owner to establish what is appropriate for each site.

# *Roadway Engineering*



We design roadways that connect people and improve communities.

Howe Company designs and coordinates the preparation of plans, specifications, and estimates for various transportation engineering projects involving highways, roadways, streets, and trail design. Roadways are one of our most important open, generally public, ways for the safe passage of vehicles, people, and animals. We design roadways to be cost-effective, durable, and able to withstand traffic and the environment.

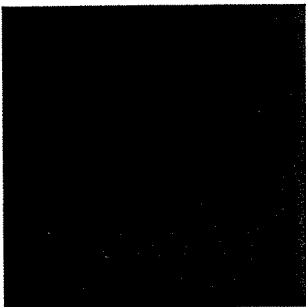
## **Services**

The majority of our team members have 15-30 years of experience with local agency transportation projects. Our focus on the rapid delivery of projects has raised the bar on performance and allowed many Local Agencies to complete projects faster than ever before. We have been fortunate to have several clients trust us to deliver multiple projects for their communities in the form of repeat work.

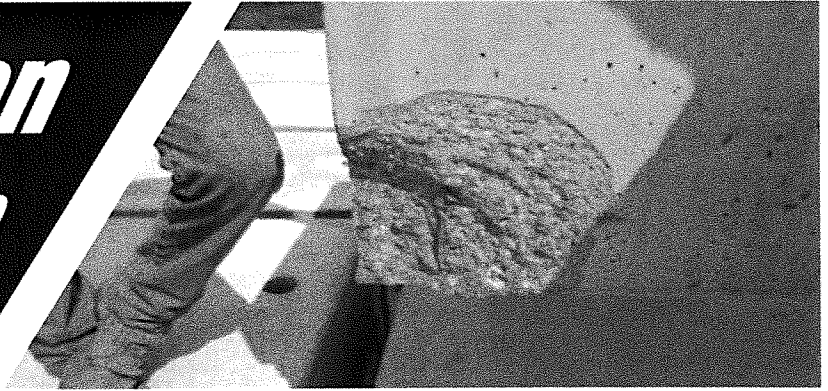
We can handle 15-20 transportation projects per year with some projects in the design phase and some in the construction phase.

### **Design Experience**

- Horizontal & Vertical Roadway Design
- Gravel Roads
- City Streets
- Industrial Roads/Streets
- Turning Lanes
- Parking & Multi-Use areas
- Highway & Street Entrances
- Concrete & Asphalt Pavements
- Storm drainage (inlets, piping, & channels)
- Chip Seals
- Crack seal & seal coats
- Asphalt overlays



# *Construction Inspection*



We monitor the quality of work in place and communicate construction progress through the life cycle of the project .

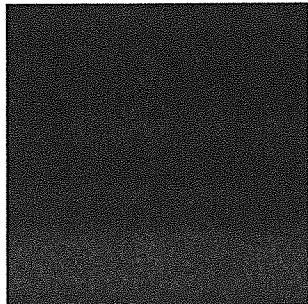
Howe Company believes that construction inspection is essential for successful project delivery. Whether it's reviewing project specifications on-site or documenting changes to an existing plan, inspection is necessary to meet industry standards for accuracy, quality, and to keep construction work on time and within budget. Engineering specifications and project drawings require special inspection throughout the life of the project. ... An inspector's role is to communicate construction progress and problems to the applicable party.

## **Services**

We maintain multiple sets of concrete testing equipment so we can cover multiple projects at any time. Our concrete testing lab includes an inventory of cylinder molds, cube molds, multiple curing tanks, and a calibrated compression test machine. We have the capacity to make/use mortar cubes and both 4" and 6" test cylinders.

The majority of our staff that work on LPA projects has been through the MoDOT LPA Basic Training Level 1, the MoDOT certification process for field testing of concrete, and a few have the required certifications to test concrete compression samples in our laboratory. In addition to the MoDOT certifications, we provide in-house training that is specific to the types of projects we have with LPA clients. In order to help our field staff do their job well, we also develop and issue a construction inspection reference manual that provides background information and guidance on various inspection duties and construction topics.

The supervision of our construction inspection efforts are led by a registered structural engineer.



## **Construction Inspection Experience**

- bridges
- roads & streets
- sidewalks, trails
- drainage structures
- site developments
- river terminals
- ferry landings
- steel buildings
- masonry buildings
- steel buildings
- pre-cast concrete buildings
- retaining walls
- storm water facilities
- water main
- sewer



# *Additional Services*



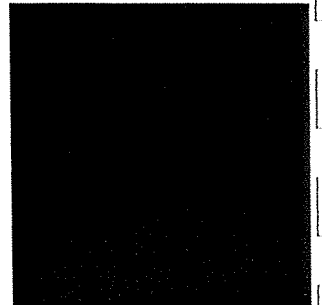
Sometimes our expertise isn't easy to categorize.

In addition to construction inspection and concrete testing, we have significant experience with the following:

- Assembly of construction contracts
- Preparation for and administration of pre-construction conferences
- Review of Shop drawings and material submittals
- Review of certified payrolls
- Employee Interviews
- Review of the required on-site board postings
- Review of pay requests
- Preparation of progress invoices
- Progress Reports
- Daily Diary Entries
- Semi-final Inspections
- DBE CUF Interviews
- Project Close-out Administration
- water main
- sewer

We also have experience with many of the unpleasant circumstances that can develop during a construction project including:

- Concrete that does not reach design strength.
- Damaged girders.
- Contractor over on time.
- Contractor fails to perform.
- Contractor defaults and bonding company is called in.
- Damage to the substructure during construction.
- Differing site conditions



# Capacity and Capability

## Your project deserves our full attention.

At Howe Company, we strive to give your project our best effort. It is important to us that we complete each project to the best of our capabilities in the time frame we promised we would. We carefully align our staff with each project where their knowledge and experience are best suited. We balance our workload so we are not distracted by other projects or priorities.

Howe Company carefully commits our resources to provide the highest quality of our work on every project. Our professional reputation and personal pride are important to us, and we take each project commitment seriously. We precisely measure our capacity to make certain that your project receives the full attention that it deserves.

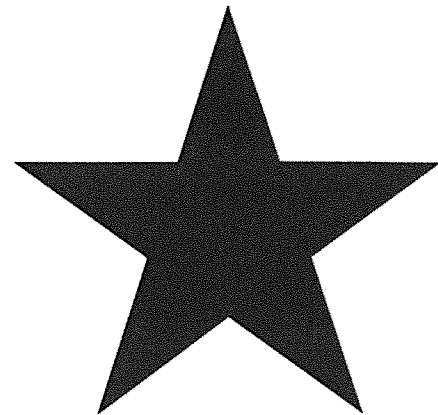
We can handle 15-20 bridge projects per year with some projects in the design phase and some in the construction phase. We have a strong understanding of the various funding types, including;

- Highway Bridge Funding, BRO & BRM
- Soft Match Credit
- Multi-Modal for bridges over railroads.
- Community Development Block Grants
- FEMA replacement & mitigation
- FHWA Discretionary Grants

We have carefully measured our current workload against your project goals. We have prioritized our schedules against your timeline and we are confident that we have the correct capacity to confirm that:

***your project will be completed on time, on budget, with the highest level of quality that we can deliver.***

**You have our word on it.**



# Relax.

**knowing** we have all the technical expertise needed to complete your project. Our All-Star team consists of professional engineers, (P.E.), a professional structural engineer, (S.E.), senior designers, project managers, land surveyors, and other experts. The majority of our team members have 15-30 years of experience with local agency bridges.

## We Got This!

### PHILOSOPHY

We will get your project ready to advertise fast. We have developed a process, hired key staff, and continue to make improvements to our production methods in order to consistently deliver projects in a short period of time. Our goal is to deliver projects to MoDOT within 8-10 months. Our track record is excellent.



**Ask us,  
and we'll  
show  
you the  
numbers.**

### ABOUT US

Howe Company, LLC (Howe Co) started business in 2014 when Shannon Howe purchased the Missouri County bridge engineering and land surveying business from a previous employer. The purchase of all the existing county bridge engineering contracts has allowed Shannon and his team to provide uninterrupted service to his existing clients.

Our focus on the rapid delivery of projects has raised the bar on performance and allowed many Local Agencies to complete projects faster than ever before. We have been fortunate to have several clients trust us to deliver multiple projects for their communities in the form of repeat work.

Howe Company, LLC provides specialized bridge services through the (BEAP) Bridge Engineering Assistance Program administered by the Missouri DOT for the purpose of helping Local Agencies address a variety of bridge problems.

# Past Record of Performance

## We measure performance through client satisfaction.

We believe a strong performance communicates the outcomes we are working to accomplish, defines how it seeks to accomplish them, and measures them against our established goals. We pride ourselves on a job well done and appreciate when a client asks us to complete their next project based on the successful work we have demonstrated and achieved.



### *Hear what some of our clients have to say:*

***"Howe Company was outstanding in knowing what was needed to complete our project. Completing the project ahead of schedule and under budget."***

***-- Jesse Rogers, Lewis County Regional Airport Manager***

***"Easy to work with and do outstanding work."***

***--Bill Rash, Jr.  
Lewis Co Road & Bridge Supervisor***

***Howe Company "listen(s) to our questions and needs and respond with a great product."***

***--Jeff McCann  
Boone County Chief Engineer***

***"...they look out for the county's interests at all times."***

***Buddy Kattelman  
Clark Co. Presiding Commissioner***

***"We are committed to remain with this excellent engineering firm!"***

***--Mark Thompson  
Adair County Commissioner***

# Quality Assurance / Quality Control

## We measure quality in degrees of excellence.

At Howe Company, we measure our performance through client satisfaction. Our quality assurance system keeps customer satisfaction at the forefront of what we do. We have established the following quality control processes to focus on pleasing our customers, and managing the consistent delivery of what we promised:

### **Step 1: Identify Project Goals:**

Howe Company begins our process of quality assurance by defining project goals. Everyone on the team actively participates in the process to define and understand the overall goals, how they relate to the project, and their role in it.

### **Step 2: Identify Key Milestones**

We quickly identify key milestones of each project's timeline that make a project successful. We list the primary factors that influence the process of quality assurance in order to continuously and consistently manage those factors.

### **Step 3: Monitor Progress towards Goals**

Throughout the course of the project, we establish a routine and method for monitoring and reporting on the progress the team is making towards achieving the overall project goals. It is also important to report success at achieving key milestones during the project. We seek consistent customer feedback throughout this process to detect and solve quality problems before they become a serious issue. By doing this, we are able to anticipate major challenges and take necessary steps to mitigate risk factors.

### **Step 4: Implement Continuous Improvements**

Quality assurance is synonymous with continuous improvement. We employ current best practices to achieve the highest quality project, combined with the information received from customer feedback tools to make the necessary changes to the quality assurance process. We utilize every tool at our disposal to continuously improve our processes in delivering our services to produce the highest quality project.

### **Step 5: Measure Results**

We consistently measure our results throughout the entire project. Again, our main goal is to ensure we meet the needs of our customer. From the first moment we hear about a project (before we put pen to paper), we make sure that there are measurable goals and everyone involved knows what needs to be achieved. When we miss the mark, and goals are not achieved, we make sure everyone is clear on what required corrective action is necessary to ensure customer assurance and satisfaction.

We do everything in our power to deliver a quality project on budget and on time. We strive to do our best on every project.

## We believe you deserve excellence from us always.



## What is B.E.A.P.?

The Missouri Department of Transportation (MoDOT) created the Bridge Engineering Assistance Program (BEAP) to provide Missouri's local public agencies with the assistance necessary to study bridge engineering problems.

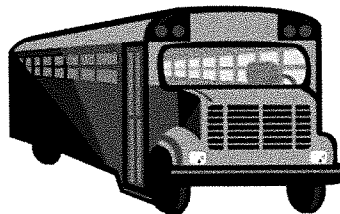
The services of this program are to be used for bridges which are located on public roads under the jurisdiction of local public agencies which are located off of the state system. These services are intended to be available to address definite operational or structural problems presently being experienced on an existing bridge, and are not intended to be used for the development of detailed plans for new bridges.

BEAP services are not intended to duplicate services already available to local public agencies either through the MoDOT district or Central Office. The consultant services provided under this program are intended to maximize the availability of professional advice or services to local public agencies with technician and drafting time minimized. BEAP does not provide funding for construction or construction engineering services.

## Use the B.E.A.P. to help your County solve these problems...

➤ A low capacity bridge that needs a higher load posting to carry:

- School buses
- Propane trucks
- Trash trucks
- Farm equipment
- Heavy trucks

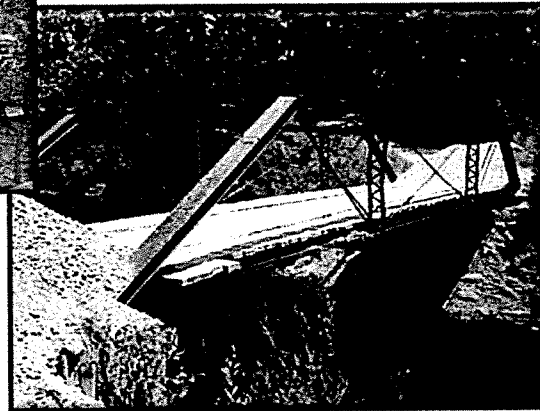


➤ A bridge has been hit and damaged by large equipment and you're not sure if it is safe to use.

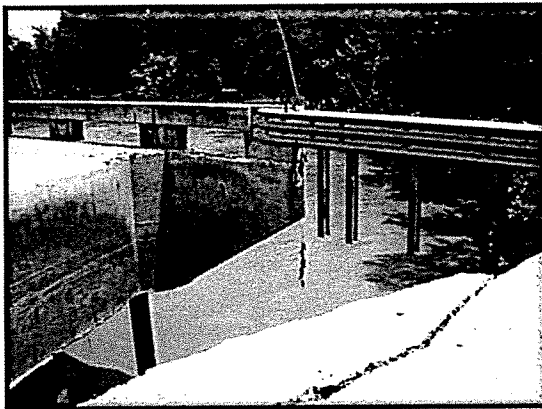
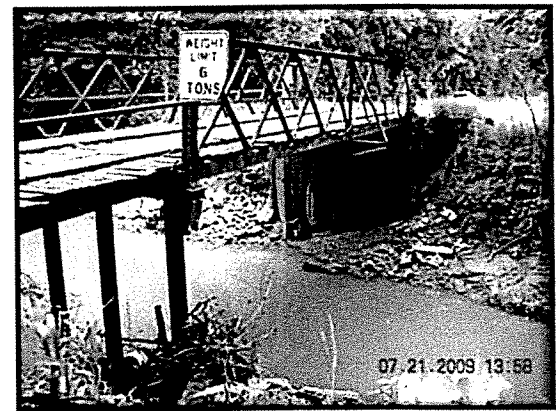




- Our bridge has scour damage. How can we FIX it?

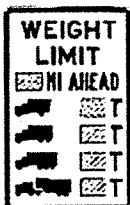


- You plan to replace an old bridge or low water crossing and need a recommendation for how high and how long the new bridge should be.

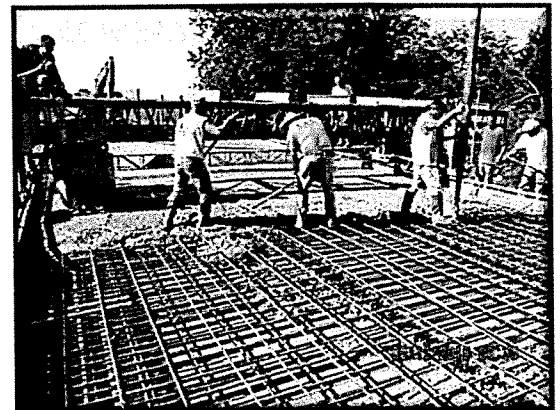


- A bridge has been damaged by flooding from a recent rain event. It looks damaged. Is it safe to cross?

- How thick should the new concrete deck be and what kind of rebar is needed?



- You want to replace a timber deck with a concrete deck but you need to know how the load posting may change.





## REFERENCES



# References

Jake Taylor	City Administrator, Bethany, MO	660-425-1965
Stephanie Wilson	Macon Municipal Utilities, Macon, Missouri	660-385-3173
Ron Urton, P.E.	City Administrator, Trenton, Missouri	660-359-2013
Jesse Rogers	Lewis County Regional Airport	660-216-4801
Jack Turner, Mayor	City of Jamesport, Missouri	660-684-6111
Dennie Carothers	Utility Superintendent, Clarence, Missouri	660-699-3310
Bill Cosby	Mayor, City of Bevier, Missouri	660-773-5314
Evan Emmerich	Commissioner, Chariton County	660-288-3200
Jeff McCann, P.E.	Chief Engineer, Boone County	573-886-4480
Ed Douglas	Presiding Commissioner, Livingston County	660-646-8000
David Cox	Associate Commissioner, Daviess County	660-663-2641
Shane Grooms	Associate Commissioner, Mercer County	660-748-3425
Phillip Ray	Presiding Commissioner, Grundy County	660-359-6305
Stan Falke	Presiding Commissioner, Carroll County	660-542-0615
William B. Smith, Former Director	The Port Authority of Lewis County and Lewis County Industrial Development Authority	660-341-0145
Ralph Martin, Director	The Port Authority of Lewis County and Lewis County Industrial Development Authority	573-767-5393
Glenn Eagan	Presiding Commissioner, Shelby County	573-633-2181
Mark Thompson	Associate Commissioner, Adair County	660-665-2283
Wayne "Fid" Murphy, Jr.	Presiding Commissioner, Lewis County	573-767-5476
Alan Wyatt	Presiding Commissioner, Macon County	660-385-2913
Ron Watts	Former MoDOT District Liaison	660-349-8663
Dennis Eastin	Superintendent, South Harrison R-2 School	660-425-8044
Darby Logan	Platte County Public Works	816-858-2223
John Caufield, P.E.	Manager of Public Projects, BNSF Railway	817-789-0879
Wayne Buck	Marshall Special Road District of Saline Co.	660-886-5490
Harold Hoflander	Presiding Commissioner, Lafayette County	660-259-4315
Robert Munden	Presiding Commissioner, Putnam County	660-947-2674
Gary Carlson	Commissioner, Gentry County	660-726-3525
Buddy Kattelmann	Presiding Commissioner, Clark County	660-727-8242
Bob King	Presiding Commissioner, Ray County	816-776-4507
Kyle Carroll	Presiding Commissioner, Dekalb County	816-449-5402
Keith Ferrell, P.E.	Mo. Department of Conservation	573-522-4115 Ext. 3239



**RESUMES**





# Shannon J. Howe, P.E., S.E.

Principal & Project Manager

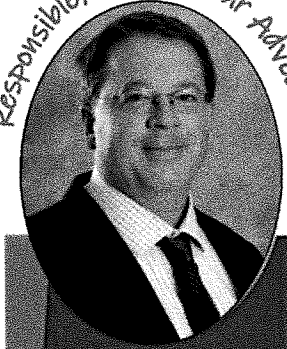
Shannon has been serving rural Missouri since 1995. Shannon's responsibility at Howe Company, LLC includes:

- Project engineering and project management,
- Primary client contact for most projects,
- Quality of work products delivered to clients,
- Overall client satisfaction,
- Business management.

His experience includes:

- Funding option research,
- Programming assistance,
- Grant application assistance,
- Project coordinator among multiple funding sources,
- Right of way acquisition,
- Structural design of bridges, culverts, and retaining walls,
- Design of rock blanket protection and structures,
- Design of roads, streets, sidewalks, trails,
- Design of pavements and pavement maintenance,
- Construction observation with contract administration,
- Coordination with railroads and pipeline companies.

*Responsible, Caring, Your Advocate*



Professional Engineer:

MO, IA, IL, KS, NE

Structural Engineer: IL, NE

Education:

B.S.C.E., UM-Rolla

Certifications:

MoDOT LPA

Concrete Testing

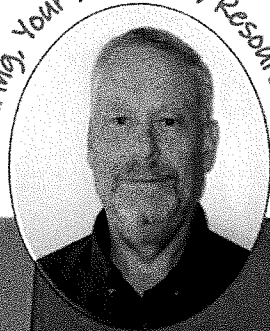
MoDOT ROW Negotiator

Notary Public

Asbestos Inspector

29 Years

*Caring, Your Advocate, Resourceful*



Professional Engineer:

MO.

Education:

B.S.C.E., UM-Rolla

Certifications:

Notary Public

35+ Years

# Paul Winkelmann, P.E.

Client Services & Senior Engineer

Paul's responsibilities include:

- Client Services for central Missouri
- Construction contract administration,
- Construction observation
- Quality control plan reviews for various projects.

His experience includes:

- Roadway design,
- Engineering for road maintenance work,
- Sizing culverts and guardrail,
- Construction observation,
- Administration of construction contracts,
- Assisting county commissioners with all topics related to local roads,
- Quality control review of plans, specifications, bid forms, and estimates.

# Josh Lambeth, E.I.

## Project Engineer

Josh's responsibilities include:

- Project engineering and plan production for sidewalks & trails, roads, bridges, watermains, sewers, and other civil engineering projects,
- Mapping and virtual surveying using GPS equipped UAV and base station equipment.
- Construction observation,
- Construction contract administration.

His experience includes:

- Mapping and virtual surveying for civil engineering projects,
- Site design for telecommunication projects,
- Engineering and CAD design for roads, bridges, trails, and sidewalks,
- Construction observation for a WWTP and multiple bridges,
- Engineering for water main replacement projects,
- Engineering for sanitary sewer main projects.

*Proficient, Caring, Knowledgeable*



Engineer Intern:

MO.

Education:

B.S.C.E., MO S&T

Certifications:

MoDOT LPA

Concrete Testing

MoDOT ROW Negotiator

3 Years

*Helpful, Thorough, Detail-Oriented*



Professional Engineer:

MO

Education:

B.S.C.E., UM-Rolla

Certifications:

MoDOT LPA

Concrete Testing

MoDOT ROW Negotiator

11 Years

# Aaron Lukefahr, P.E.

## Lead Project Engineer

Aaron's responsibilities include:

- Leading the design effort for preliminary and final design of bridges and culverts.
- Overseeing construction observation and administration of construction contracts.

His experience includes:

- Hydraulic design of bridges and culverts,
- Design of piling, footings, and drilled shafts,
- Design of abutments and piers,
- Design of steel and concrete girders,
- Design of roadway embankments,
- Design of rock blanket and erosion protection,
- Design of bridge and roadway guardrail,
- Construction observation and administration of construction contracts,
- Coordination with railroads and pipeline companies.

# Dave Ausmus, E.I.

## Project Engineer

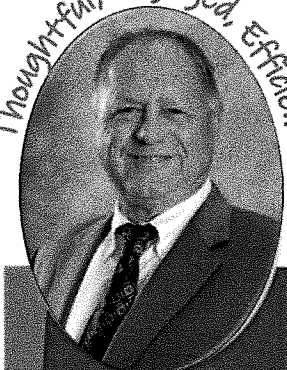
### Dave's responsibilities include:

- Service to long standing clients,
- Administration of construction contracts,
- Construction observation,
- Concrete testing (field and lab)
- Construction phase client updates.

### His experience includes:

- Grant application assistance,
- Project engineering for site development,
- Construction phase engineering for various types of civil engineering projects,
- Project management and engineering for clients' non-typical special projects,
- Right of Way acquisition.

*Thoughtful, Engaged, Efficient*



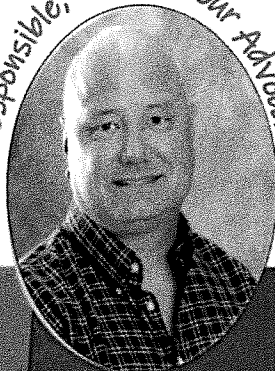
Engineer Intern:  
MO.

Education:  
B.S. Minor Engineering,  
UM-Rolla

Certifications:  
MoDOT LPA  
Concrete Testing

25+ Years

*Responsible, Caring, Your Advocate*



Professional Land  
Surveyor: MO

# John Schaefer, P.L.S.

## Professional Land Surveyor

### John's responsibilities include:

- Land Surveyor of record for Howe Company, LLC,
- Scheduling and overseeing the performance of field work and office work.

### His experience includes:

- Field surveying for civil engineering projects,
- Boundary surveys,
- Construction staking,
- Preparation of land survey drawings and documents.

20+ Years

# Phillip Howe

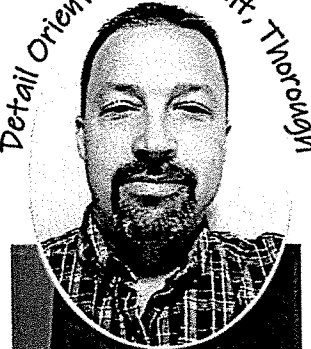
CAD Designer

Phillip is responsible for the preparation of easy-to-read detailed plans using CAD. Prior to Howe Company, Phillip has 20 years of fabrication and boilermaker experience.

His experience includes preparation of:

- o Bridge structure plans,
- o Water main layout and details,
- o Sidewalk and trail layout and details,
- o Grading plans,
- o Traffic control plans,
- o Quantity and notes sheets,
- o Roadway plans,
- o Quantity calculations.

*Detail Oriented, Efficient, Thorough*



Education:  
AutoCAD 1  
AutoCAD 2  
AutoCAD 3  
Civil 3D

1 Year

*Organized, Efficient, Friendly*



Education:  
MU, Columbia College  
Certifications:  
MoDOT LPA  
MoDOT ROW Negotiator  
Notary Public  
Asbestos Inspector

20+ Years

# Beth Moots

Lead Designer for Permits/Utilities/Right of Way

Beth's responsibilities include:

- o Leading, tracking, and coordinating of environmental permit applications,
- o Right of way plan and acquisition coordination and tracking,
- o Contributions to engineering calculations,
- o CAD design of civil engineering projects,
- o Preparation of right-of-way plans and easements,
- o Right of Way Acquisition.

Her experience includes:

- o Roads and bridges,
- o Sidewalks,
- o Watershed protection projects,
- o Culvert replacements.

# Evan Rist

CAD Designer/Engineering Technician

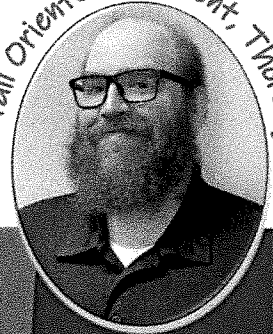
Evan's responsibilities include:

- Preparation of easy-to-read detailed plans using CAD.
- Utility coordination,
- Mapping.

His experience includes:

- CAD design of civil engineering projects,
- Field mapping using LiDAR drones,
- Processing mapping data for design use.

*Detail Oriented, Efficient, Thorough*



Education:  
AutoCAD 1  
AutoCAD 2  
AutoCAD 3  
Civil 3D

1 Year

*Organized, Responsible, Caring*



Education:  
Assoc Drafting,  
State Technical College  
of Missouri

3 Years

# Dakota Witmer

CAD & Drafting

Dakota is responsible for the preparation of easy-to-read detailed plans using CAD.

His experience includes:

- Bridge structure plans,
- Grading plans,
- Traffic control plans,
- Quantity and notes sheets,
- Roadway plans,
- Quantity calculations.

# Chris Howe

Administrative Technician

Chris's responsibilities include preparation of accurate and correct invoices and funding requests so the funding for projects stays on track.

Her experience includes:

- o Preparation and tracking of invoices and funding requests.
- o Answering funding status questions and checking with agencies about process status.
- o Timely communication with clients.
- o Preparation of qualifications and sales brochures.
- o Coordination of conference attendance and sponsorships.
- o Tracking company metrics.

*Efficient, Helpful, Organized*



Education:  
BS, MU-Columbia

15+ Years

*Courteous, Helpful, Proficient*



# Nikki Moyer

Administrative Technician

Nikki's responsibilities include being the friendly voice on the phone that knows how to find help for everyone that calls or walks in the door. She plays a key role in the preparation of contract documents and in the bidding process.

Her experience includes:

- o Assembly of standard contract documents and specifications.
- o Coordinating the project advertisement and bidding process.
- o Preparation of pre-construction meeting documents.
- o Assisting with all phases of most projects.

6 Years





# TERMS AND CONDITIONS



## RFQ

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance may be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price, when specified. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit **five (5) copies** of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.,

## RFQ

and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,

## RFQ

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
    1. January 1 New Years Day
    2. January 15 Martin Luther King Day
    3. February 12 Monday after Lincoln's Birthday
    4. February 19 Presidents' Birthday
    5. May 8 Truman's Birthday
    6. May 27 Memorial Day
    7. July 4 & 5 Independence Day
    8. September 2 Labor Day
    9. October 14 Columbus Day
    10. November 11 Veteran's Day
    11. November 28-29 Thanksgiving Day
    12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - Work of the project shall be performed after the Notice of Award is issued and work is scheduled.

## RFQ

- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## RFQ

### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## RFQ

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



## RFQ

- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
  - 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

RFQ

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Shannon J. Howe certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Howe Company, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Shannon J. Howe  
Signature of Contractor's Authorized Official

3/19/2024  
Date

Shannon J. Howe  
Print Name

Owner/manager of LLC  
Title of Contractor's Authorized Official

**RFQ**

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
N/A		

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**RFQ**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

#2



Alpha Engineering & Surveying, LLC

3048 Hwy. 52  
Eldon, MO 65026  
(573) 392-3312

1037 Osage Beach Rd.  
Osage Beach, MO 65065  
(573) 348-5552

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*Civil & Structural Engineering Land Surveying Environmental Materials Testing*

March 25, 2024

Camden County Commission  
1 Court Circle NW, Suite 1  
Camdenton, MO 65065

**Subject: Statement of Qualifications Land Surveying & Civil Engineering Design Services on Various Projects**

Gentlemen:

Alpha Engineering & Surveying, LLC appreciates the opportunity to provide this proposal for professional services to provide our services for various projects.

While we have only been in a company for less than one year, we have decades of experience and data from the Lake of the Ozarks area. Our company is the result of combining data, professionals, and equipment from Dale Miller Land Surveying, Harms Engineering & Surveying, Missouri Land Surveying, Arnold Land Surveying, Miller Companies, and Shoreline Surveying & Engineering. We utilize the most advanced equipment available and continuously update our knowledge base to offer our clients the most cost-effective survey and design services. We are currently the engineer on record for Horseshoe Bend Special Road District, Rocky Mount Sewer District, and Village of Four Seasons, as well as several property/home/condo owners associations in the Lake of the Ozarks Area.

We appreciate the opportunity to provide these services to Camden County and look forward to working with you on this project. Alpha Engineering & Surveying, LLC is available to start work on any project within one month, and we look forward to discussing questions or comments you may have concerning this proposal. Please contact me at (573) 348-9799, if you have any questions.

Sincerely,

Lee R. Schuman, PE, LSI  
PO Box 282  
1037 Osage Beach Rd  
Osage Beach, MO 65065  
Lee@alphaes.net

# STATEMENT OF QUALIFICATIONS

FOR

## LAND SURVEYING & CIVIL ENGINEERING DESIGN SERVICES ON VARIOUS PROJECTS

**Camden County  
Road and Bridge**

March 2024

*prepared by: ALPHA Engineering & Surveying, LLC*

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3048 Hwy. 52  
Eldon, MO 65026  
(573) 392-3312

*Civil Structural Land Surveying*

1037 Osage Beach Rd  
Osage Beach, MO 65065  
(573) 348-9799

*Environmental Geotechnical Material Testing*

# FIRM OVERVIEW

## OWNERSHIP & COMPANY INFO

### OWNER:

Jared Wheaton, PE  
Principal  
jared@alphaes.net

Lee Schuman, PE, LSI  
Principal  
lee@alphaes.net

Ethan Shackelford, PE  
Principal  
ethan@alphaes.net

## OFFICE LOCATIONS

3048 Hwy. 52

Eldon, MO 65026

P: (573) 348-9799

1037 Osage Beach Road

Osage Beach, MO 65065

P: (573) 348-9799

## SERVICES PROVIDED

### FORMED

December 13, 2016

### LEGAL FORM

Limited Liability Company  
Registered State of Missouri

### PROFESSIONAL CERTIFICATIONS

Reg. Engineer in MO

Reg. Land Surveyor in MO

### CIVIL ENGINEERING

Water Treatment/Distribution Systems  
Wastewater Collection/Treatment Systems  
Storm Water Drainage Systems  
Storm Water Pollution Prevention Plans  
Landfill and Transfer Station Design  
Construction Observation  
Structural Design/Inspection  
Retaining Wall Design  
Roads And Highways  
ADA Sidewalk and Trail Design  
Subdivisions  
Commercial Site Development  
Enviro. Site Assessment  
Enviro. Permitting  
Generation, Transmission, Distribution  
Systems For Electric Utilities  
Right-Of-Way Acquisition

### LAND SURVEYING SERVICES

Alta/Acsm Surveys  
Boundary Surveys  
Engineering Design Surveys Construction  
Layout Surveys Subdivisions Condominiums  
Floodplain Certification Surveys

### MATERIALS TESTING

**Soil Testing**  
Proctors  
Atterberg Limits  
Grain Size Analysis  
Moisture Content  
Lime Stabilization  
Geotechnical Exploration  
**Concrete Testing**  
Slump  
Air Entrainment  
Cylinders In Field  
Compressive Strength  
**Aggregate Testing**  
Sieve Analysis  
**Asphalt Testing**  
Super Pave Certified  
**Field Testing**  
Pile Drive Logging  
Welding Inspection

### EMPLOYEES BY DISCIPLINE

Civil Engineers:	3
Professional Surveyors:	3
Engineering Tech:	2
Surveyor Tech:	8
Materials Testing:	1
Administration/Finance:	3
Environmental Tech	1

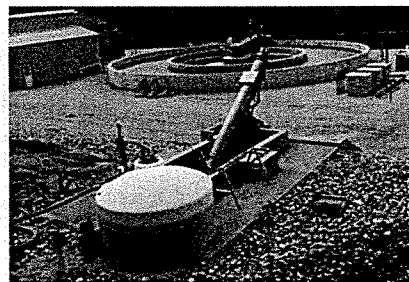
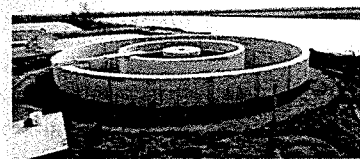
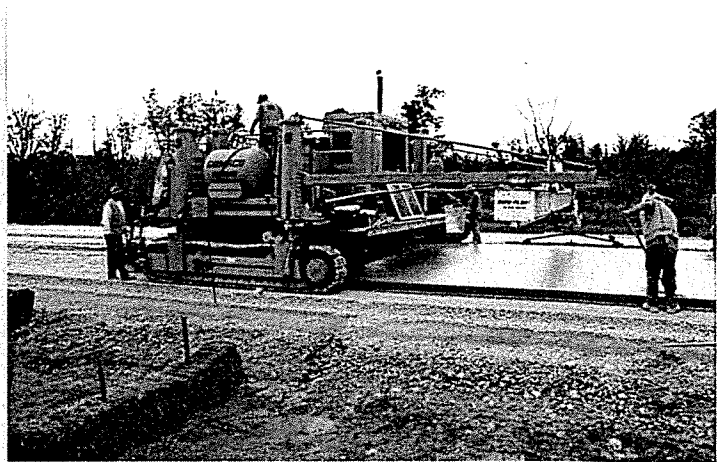


# CIVIL ENGINEERING

ALPHA provides our customers with reliable and cost effective solutions to their civil engineering needs. Our Professional Engineering staff develops practical and proven Water & Wastewater solutions. Our full-service Engineering Department provides turn-key solutions to municipal and special district infrastructure concerns. ALPHA is extremely effective in obtaining funding for these projects. To date our staff has been directly involved in securing over \$23 Million of free grant money and low interest loans. The frequently used funding agencies include - Rural Development, Department of Natural Resources, SRF, Community Development Block Grant, Rural Business Enterprise Grant and Missouri Department of Transportation programs.

## OUR ENGINEERING SERVICES INCLUDE:

- ◆ Water treatment and distribution systems
- ◆ Wastewater collection and treatment systems
- ◆ Storm water drainage systems
- ◆ Storm Water Pollution Prevention Plans
- ◆ Landfill and Transfer Station Design
- ◆ Construction observation
- ◆ Structural Design/Inspection
- ◆ Retaining Wall Design
- ◆ Roads and highways
- ◆ ADA Sidewalk and Trail Design
- ◆ Subdivisions
- ◆ Commercial site development
- ◆ Environmental site assessment
- ◆ Environmental permitting
- ◆ Generation, transmission, and distribution systems for electric utilities
- ◆ Right-of-way acquisition



# CONSTRUCTION MATERIALS TESTING

ALPHA's materials testing consists of a highly trained team of Professional Engineers and Field Technicians performing material testing services for numerous construction projects. Our Construction Materials Testing staff is certified by the American Concrete Institute (ACI). They have also received training in the following:

**MODOT:**

Aggregate Technician, Soil Density, Aggregate Specific Gravity, Plasticity Index, and Concrete Field, Tensile Strength Ratio, Superpave QC/QA, Hazardous Materials

**CTTP:**

Soils, Basic Aggregates, and Concrete Field.

**ACI:**

Grade 1 Field Testing Technician.

**Other:**

Level I Bituminous, Level II Aggregate, Level II Soils, Level II Concrete

**OSHA 10:**

Construction Safety and Health



## OUR CONSTRUCTION MATERIALS TESTING SERVICES INCLUDE

**Soil Testing**

- ◆ Proctors
- ◆ Atterberg limits
- ◆ Grain size analysis
- ◆ Moisture content
- ◆ Lime stabilization
- ◆ Geotechnical exploration through sub-consultant

**Concrete Testing**

- ◆ Slump
- ◆ Air entrainment
- ◆ Cylinders in field
- ◆ Compressive strength

**Aggregate Testing**

- ◆ Sieve analysis
- ◆ Asphalt Testing
- ◆ Super Pave certified

**Field Testing**

- ◆ Field Density Testing
- ◆ Pile Drive Logging
- ◆ Welding Inspection

## RIGHT-OF-WAY ACQUISITION

The property rights may include fee title, easements and permits for project improvements. These improvements may include roads, sidewalks, trails, utilities and landscaping. Our acquisition process for capital projects conforms to local, federal and state statutes. Our process for all federal aid projects conforms to all applicable Code of Federal Regulations (CFR), Title 49, Part 24, (a), Uniform Relocation Assistance and Real Property Acquisition Act requirements.

### ACQUISITION

ALPHA begins expeditious, good faith negotiations with affected property owners by presenting an offer of just compensation for property rights to be acquired. An appraisal may also include any damages to the remainder and/or any costs to cure. Property possession takes place only after the owners have been paid and property acquisition has been concluded by one the following means:

- ◆ Negotiated Agreement
- ◆ Administrative Settlement
- ◆ Eminent Domain/Condemnation – Eminent domain proceedings are initiated only upon authorization from the Municipal Assembly.

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#### HISTORICAL DATA EASEMENT ACQUISITION ACTIVITY

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PROJECT	TOTAL EASEMENTS	NUMBER OBTAINED	PERCENT OBTAINED
GRAVOIS ARM SEWER DISTRICT – PHASE V	130	130	100%
GRAVOIS ARM SEWER DISTRICT – PHASE IV	240	239	99.6%
GRAVOIS ARM SEWER DISTRICT – PHASE III	612	569	93%
ROCKY MOUNT SEWER DISTRICT – PHASE II	240	240	100%
ROCKY MOUNT SEWER DISTRICT – PHASE I	390	388	99%
SUMMIT NATURAL GAS	211	210	99.5%
SUNRISE BEACH PHASE II SEWER	150	150	100%
SUNRISE BEACH PHASE I SEWER	70	70	100%
SUNRISE BEACH PHASE III WATER	119	113	95%

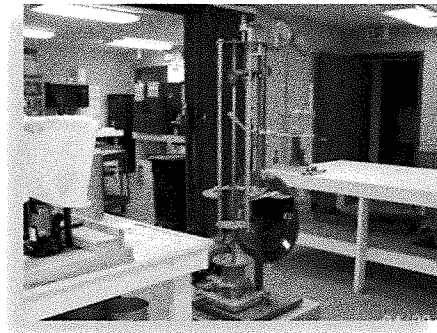
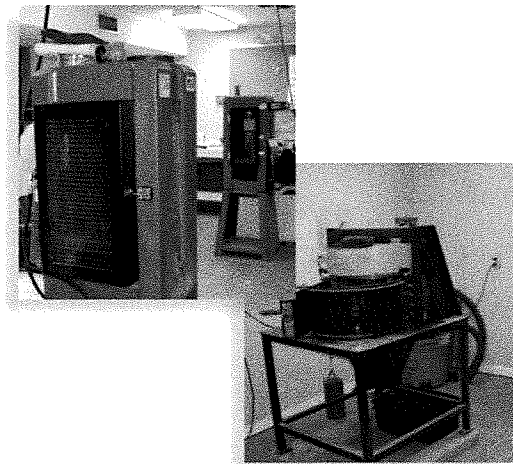
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## LABORATORY – IN HOUSE & FIELD

*ALPHA's* laboratory is capable of performing a full range of testing services required to meet the needs of our Construction Materials Testing Department. Our laboratory is uniquely designed with production in mind. SSE has worked closely with USACE in many substantial projects over the years that have helped us perfect our Materials Testing process. The following features ensure SSE has the capacity to perform the materials testing:

### EQUIPMENT

- ◆ Concrete Compression Machine
- ◆ Concrete Cylinders (significant quantity)
- ◆ Mechanical Soil Grinding Machine
- ◆ Automatic Proctor Machine
- ◆ Field Density Testing
- ◆ Vibration Monitoring Equipment
- ◆ Pile Drive Monitoring Equipment



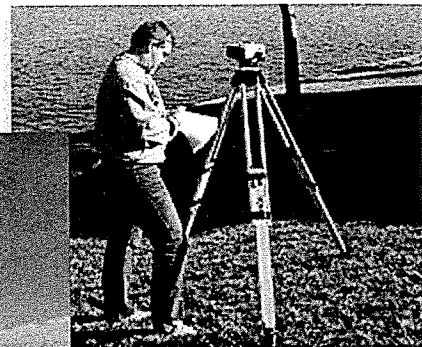
# LAND SURVEYING

ALPHA's Land Surveying personnel has been responsible for **over 15,000 boundary surveys** in Missouri. We are able to provide detailed land surveying services during project planning and construction activities. Our Land Surveying team consists of a Registered Land Surveyor, Party Chiefs and Survey crews operating in two to three man survey crews.

Our seasoned crews have significant experience that ranges from USACE levee projects, MoDOT State Highway and road projects throughout Missouri, airport expressways, commercial site design and land development projects.

## TYPES OF SURVEYS

- ◆ ALTA/ACSM surveys
- ◆ Property Boundary & Easement Surveys
- ◆ Engineering design surveys
- ◆ Construction layout surveys
- ◆ Subdivisions
- ◆ Condominiums
- ◆ Floodplain certification surveys
- ◆ Foundation surveys
- ◆ Topographical surveys
- ◆ As-Built surveys
- ◆ Structural survey



## OUR TEAM



### **Jared Wheaton, PE, Principal**

Jared W. Wheaton has 16 years of experience in Civil Engineering Consultation. Over the last 9 years, he has been primarily responsible for the project development, finance procurement and the complete design and administration of nearly \$20 million in local SRF funded infrastructure projects.

Mr. Wheaton's experience includes a comprehensive variety of civil engineering design, consultation, construction administration, and oversight, as well as post construction quality control and testing. Primarily focusing on municipal utility infrastructure, he has also successfully completed many commercial, private and manufacturing projects. In addition, Mr. Wheaton has been solely responsible for expanding the structural design and inspection division to a point of being the primary service provider for the Lake of the Ozarks and surrounding area.



### **Lee Schuman, PE, LSI, Principal**

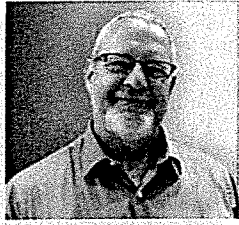
Lee Schuman is a Missouri Registered Professional Engineer and Land Surveyor Intern working out of Osage Beach, Missouri office. He has over 14 years of experience in transportation and environmental engineering, budget preparation, grant administration, and construction management for local governments. He also has 6 years of experience managing up to 65 employees to design, maintain and repair public infrastructure, and 5 years of experience successfully applying for grants through FEMA, SEMA, MoDOT and CDBG. Mr. Schuman has resided in the Lake of the Ozarks for over 30 years. Mr. Schuman currently volunteers his time to serve on the Camden County Sewer Variance Board, Camden County Local Emergency Planning Committee, Osage Beach Special Road District, and Lake Ozark Noon Club Rotary.



### **Ethan Shackelford, PE, Principal**

Ethan Shackelford is a Missouri Registered Professional Engineer working out of our Osage Beach, Missouri office. He has 10 years of experience in sewer treatment plant design, anti-degradation studies, sewer pump station design, transfer station design, construction project management, landfill design, cell construction, storm water design, storm water pollution prevention plans, spill prevention control and countermeasure plans, and landfill gas design. Mr. Shackelford currently volunteers his time to serve on the Lake Ozark Planning & Zoning Commission and Lake Ozark Daybreak Rotary.

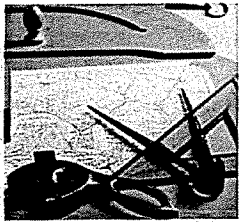




**Robert F. Arnold, PLS**

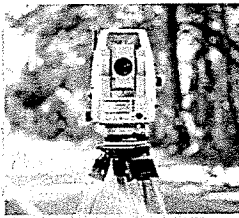
Mr. Arnold, a Professional Land Surveyor, has been licensed since 1986. Active in the Missouri Society of Professional Surveyors, he has served on numerous committees defining the practice and regulation of the land surveying profession in Missouri. Elected to the Society's Board of Directors, he served as the organization's President in 1997.

In addition to his work with MSPS, he has conducted over 3,000 land surveys in the Lake of the Ozarks area and the surrounding counties in central Missouri, along with numerous commercial construction layout and control surveys for area contractors.



**Rick Wilson, PLS**

Rick Wilson is a Missouri Registered Professional Land Surveyor and is located in Osage Beach, Missouri. He has over 30 years of surveying experience, primarily in the Lake of the Ozarks. He currently serves as the Miller County Surveyor.



**Colt Shulte, LSI**

Colt Shulte is a Land Survey Intern enrolled in the State of Missouri, with a BS in Construction Engineering Technology from Missouri Western State University. He is a member of the Missouri Society of Professional Surveyors and is a local native to the Eldon Area. He has spent the past decade working in engineering & surveying with a focus in the surveying field assisting in the development of residential and commercial property around the tri-county area.

# PROJECT EXPERIENCE & CLIENTS – BRIDGE & CULVERTS

## MILLER COUNTY MISSOURI ROAD & BRIDGE DEPT.

We have helped Miller County to secure 3 million dollars in funding for approximately 20 projects of the last 8 years, such as box culverts, multiple span bridges, and slope stabilization projects. These projects included complete design and administration of the projects from start to finish.

## CASS TOWNSHIP BRIDGE REPLACEMENT

- ◆ Location: Cass Township
- ◆ Scope: Bridge Replacement
- ◆ Client: Cass Township | Jack Watson, President
- ◆ Project: \$7,966.30, Under Budget
- ◆ Completed: 2013, On Time



Our most recent bridge replacement project is the Cass Township Bridge replacement. The old bridge was a 20' clear span bridge over a wet weather creek in dire need of replacement. This was a unique project in which Cass Township wanted to do the construction themselves in an effort to save money. Working closely with the Township, SSE was able to provide an alternatives analysis which directed them to their best option. We provided the complete construction plans for a two-cell box culvert and walked them through the entire methodology and thought process. We also provided the construction surveying, all on-site observations, and materials testing. The box culvert is finished for an overall cost of approximately \$40,000.

## CITY OF IRONDALE BRIDGE

- ◆ Location: Irondale, MO
- ◆ Scope: Design
- ◆ Client: City of Irondale | Ron Kennon, Mayor

SSE assisted in the engineering design and construction services for a bridge replacement project for the City of Irondale for a new 50' clear span bridge at a construction cost of only \$125,000. Along with the actual bridge structure, this cost included concrete approaches, asphalt overlay, and the re-grading and riprap for the stream channel. The city match was less than \$15,000.

## PROJECT EXPERIENCE & CLIENTS - WATER PROJECTS

### SUNRISE BEACH PHASE III WATER SYSTEM IMPROVEMENTS

- ◆ Location: Sunrise Beach, MO
- ◆ Scope: Preliminary Engineering Report, Easement Acquisition, Design, Bidding
- ◆ Client: Village of Sunrise Beach, | Curt Mooney, Chairman
- ◆ Project: \$1,291,000
- ◆ Status: Completed under Budget

**Alpha Engineering & Surveying, LLC** staff completed the engineering professional services associated with the project up to the construction administration portion. The project was recently completed with our staff providing inspection and construction administration services. By making several adjustments based on actual field conditions, ALPHA was able to save nearly \$36,000 in construction costs.

### CAMDEN COUNTY PWSO No. 1 WATER SYSTEM IMPROVEMENTS

- ◆ Location: Macks Creek, MO
- ◆ Scope: Preliminary Engineering Report, Easement Acquisition, Design, Bidding
- ◆ Client: CCPWSO No.1, | Mike Wood, Chairman
- ◆ Project: \$4.5M
- ◆ Status: In Progress

**Alpha Engineering & Surveying, LLC** is very proud to be a part of replacing one of the oldest water supply systems in the State of Missouri. ALPHA was responsible of securing a 75% SRF grant in addition to a full \$750k CDBG grant to help a water district in desperate need of replacement. It involves nearly 10 miles of watermain replacement and a new water tower in addition to two large well upgrades.

### REEDS SPRING WATER SYSTEM IMPROVEMENTS

- ◆ Location: Reeds Spring, MO
- ◆ Scope: Preliminary Engineering Report and Design
- ◆ Client: City of Reeds Spring, | Bill Bell, City Administrator
- ◆ Project: \$1,800,000 estimated
- ◆ Status: In Progress

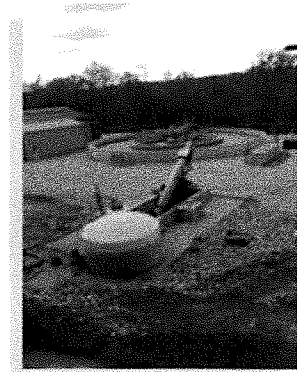
Reeds Spring was awarded a DNR Phase I grant for an engineering study of their water system. The engineering study detailed the numerous needs of Reeds Spring's water system and made recommendations to bring the system into compliance with DNR regulations. ALPHA assisted the City in preparing applications for construction funding. In August 2014 the city was awarded a 75% grant to construct the improvements. Design of the improvements began in early 2015 and construction is currently in progress with our staff providing inspection and construction administration services.

# PROJECT EXPERIENCE & CLIENTS – WASTEWATER PROJECTS

## MUNICIPAL

### DESIGN NEW SEWER SYSTEM

- ◆ Location: Gravois Mills, MO
- ◆ Scope: Bond Issue, Funding Assistance, Phase Construction, Regional WWTP Plan, Design, Easements
- ◆ Client: Gravois Arm Sewer District | James Bresnahan, Chairman
- ◆ Project: \$42,000,000.00
- ◆ Completed: In Process



The Gravois Arm Sewer District was formed in August 2002 with a phased development plan, cost estimate and successful \$30 million bond election.

In all, about 3,500 residential users are waiting for sewer and there are already four proposed developments taking advantage of the sewer district's services. ALPHA is assisting the District and its attorney with these issues.

SSE has assisted in securing the funding and completing Phases IV & V and is currently preparing for bidding the collection system that will bring on an additional 300 customers (Phase VI).

### NEW SEWER SYSTEM PHASE I & II

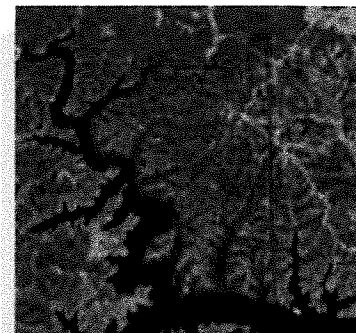
- ◆ Location: Village of Sunrise Beach, MO
- ◆ Scope: Funding Assistance, Design, Easement, Contract Admin, Const. Mgmt.
- ◆ Client: Village of Sunrise Beach | Curt Mooney/Debra Stoller, Chairman
- ◆ Project: \$5M
- ◆ Completed: 2015 & 2020



Jared Wheaton was the project engineer for the Village of Sunrise Beach Phase I and II wastewater improvements projects consisting of the installation of the two 50,000 gallon per day extended aeration wastewater treatment plant and all site improvements, and the construction of a pressure wastewater collection that serves the Hwy 5 corridor.

### NEW SEWER SYSTEM PHASE I & II

- ◆ Location: Rocky Mount, MO
- ◆ Scope: Funding Assistance, Design, Easement Acquisition, Contract Administration, Construction Management
- ◆ Client: Rocky Mount Sewer | Red Jennings, Chairman
- ◆ Project: \$4,750,000.00
- ◆ Status: In Process



The Rocky Mount Sewer District formed in 2003 by local vote. SSE staff has assisted on the district formation, financing, easement acquisition, contract administration, and is currently under construction. Rocky Mount is planned to consist of 7 phases and serve an approximate total of 1300 users with about 500 customers in the first two phases.

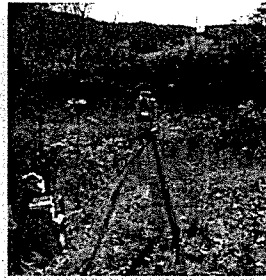
## RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Alpha Engineering & Surveying, LLC has designed hundreds of residential onsite sewer systems all throughout Missouri. Mainly LPP and Drip systems, however, based on unique site conditions or homeowner preference, Alpha Engineering & Surveying, LLC has been successful in many other systems such as Engineered Wetlands, Mound, At-Grade, Anua (for the extremely restrictive parcels). Alpha Engineering & Surveying, LLC has also been responsible for many wastewater pretreatment designs for commercial/industrial facilities.

## PROJECT EXPERIENCE & CLIENTS – LAND SURVEYING

### BOUNDARY SURVEYS/MULTIPLE CLIENTS

- ◆ Location: State of Missouri
- ◆ Scope: Boundary Survey
- ◆ Client: Multiple
- ◆ Project: Over \$10,000,000



The staff of Alpha Engineering & Surveying, LLC has performed over 15,000 boundary surveys throughout the State of Missouri for over 12,000 clients including private ownership parcels, residential and commercial developers, municipalities, as well as State and Federal agencies. Bringing unequaled expertise and experience to any boundary project presented to us.

## CLIENT REFERENCES

### **City of Lake Ozark**

Work: Designed multiple Utility Extensions and Relocations

Address: PO Box 370, Lake Ozark, MO 65049

Contact: Harrison Fry, City Administrator, [hfry@CityofLakeOzark.net](mailto:hfry@CityofLakeOzark.net)

Contact: Matt Michalik, Public Works Director, [PWD@CityofLakeOzark.net](mailto:PWD@CityofLakeOzark.net)

### **Horseshoe Bend Special Road District**

Work: Engineer and Surveyor on Record

Address: 134 Verbena Road, Lake Ozark, MO 65049

Contact: Kevin Luttrell, Director, (573) 365-2832/ (573) 480-3559, [info@hbsrd.org](mailto:info@hbsrd.org)

### **Village of Four Seasons**

Work: Engineer on Record, Multiple Design Projects

Address: 133 Cherokee Road, Four Seasons, MO 65049

Contact: Dwight (Ike) Newman, Building Inspector, (573) 365-3833.

[ike@villageoffourseason.com](mailto:ike@villageoffourseason.com)

### **City of Linn Creek**

Work: Preliminary Design for Expansion of City Infrastructure, Surveyor of City-Owned Properties

Address: 102 E Valley Drive, PO Box 1177, Linn Creek, MO 65052

Contact: Jeff Davis, Mayor, (573) 346-6200, [jdavis@jc-cg.org](mailto:jdavis@jc-cg.org)

### **Dunke Family Properties**

Work: Design Engineer and Surveyor for Osage Beach Developer

Address: 1026-9 Palisades Blvd., Osage Beach, MO 65065

Contact: Matthew Dunke, (573) 348-1758

### **Camden County Wastewater Department**

Work: Permit Review Reference

Address: 1 Court Cir NW, Suite 12, Camdenton, MO 65020

Contact: Jennifer Eblen, Department Administrator, (573) 317-3810,

[jennifer\\_eblen@camdenmo.org](mailto:jennifer_eblen@camdenmo.org)



## SPECIAL DISTRICTS

Gravois Arm Sewer District  
28982 Harbor Road  
Gravois Mills, MO 65037  
(573) 372-0042

Village of Sunrise Beach  
16537 N. Hwy. 5  
Sunrise Beach, MO 65079  
(573)374-8782

Camden County  
Camden County PWSD #1  
Mike Wood, Chairman  
(417) 322-3071

Rocky Mount  
Sewer District  
Pam Bess, Board Chairman  
30772 Weller Road  
Rocky Mount, MO 65072  
(314) 308-5111

Osage County  
Osage County PWSD #3  
Ken Hackman  
(573)897-0123

Prairie Heights Sewer  
District  
Tim Wilson, Board President  
(417) 689-4410

Taney County Regional  
Sewer District  
Nathan Easley, Board  
Chairman  
PO Box 206  
Forsyth, MO 65653  
(417)546-7220

## PROFESSIONALS

E.C. Development, LLC  
Gene Hofstetter, Managing  
Member  
237 Mission Bay Blvd.  
Camdenton, MO 65020  
(618) 781-1567

Phillips, McElyea,  
Carpenter & Welch, P.C.  
David Welch, Att'y  
85 Court Circle  
Camdenton, MO 65020  
(573) 346-7231-3309

## MUNICIPALITIES

City of Eldon  
101 S. Oak  
Eldon, MO 65026 (573)  
392-2291

City of Lake Ozark  
Matt Michalik, PW Dir  
3162 Bagnell Dam Blvd  
Lake Ozark, MO 65049  
(573)365-4515

City of Reeds Spring  
22601 Main Street Reeds  
Spring, MO 65737  
(417) 272-3309

City of Osage Beach  
Mike Welty, Asst. City Admin  
1000 City Pkwy  
Osage Beach, MO 65065  
(573) 302-2000

SCHEDULE A

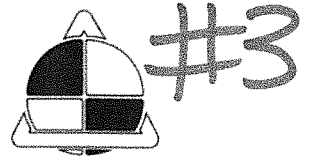
FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the attached Letter Agreement made to Client, between Client and Alpha Engineering & Surveying, LLC. (Professional) providing professional engineering and/or professional land surveying services.

Professional Services at the following rates:

Professional Land Surveyor	\$180.00/hr
Land Surveyor (LSIT)	\$105.00/hr
Principal Engineer	\$200.00/hr
Project Manager Engineer	\$125.00/hr
Senior Design Draftsman	\$85.00/hr
Construction Inspector	\$75.00/hr
Materials Testing Technician	\$75.00/hr
2-Person Survey Field Crew	\$200.00/hr
1-Person Survey Field Crew	\$185.00/hr
Administrative Assistant	\$40.00/hr
Survey Crew Minimum Charge	\$400.00
Engineering Inspection Minimum Charge	\$375.00
Expert Witness – Engineer	\$1200.00/day
Expert Witness – Surveyor	\$1,080/day

Work directed by Client not specified in the initial scopes of work will be invoiced at listed schedule of rates shown above for the duration of the project. Professional reserves the right to change these rates at any time. At the time rates are increased, Client will be notified of such. No work outside the above specified scopes of work will be performed without Client's written consent.



**ALLSTATE  
CONSULTANTS**

**Engineering Our Community**

March 26, 2024

Mr. Rowland A. Todd  
Camden County Clerk  
1 Court Circle NW, Suite 2  
Camdenton, MO 65020

Re: Letter of Interest and Statement of Qualifications  
Land Surveying & Civil Engineering Design Services on Various Projects

Dear Mr. Todd,

Please accept this Letter of Interest and the accompanying Statement of Qualifications as our official response to the RFQ issued by Camden County for "Land Surveying & Civil Engineering Design Services on Various Projects." Allstate Consultants LLC and Darren Krehbiel Consultants LLC are excited to team up for this project and we believe our combined companies will provide a unique blend of experience that will benefit from the strengths of both companies.

Darren Krehbiel Consultants (DKC) has been located in Camdenton nearly 60 years and is located literally minutes from Camden County Offices. DKC has a rich history of providing various Surveying and Civil Engineering Services in the Camden County area and all over Missouri with a strong focus in working for public and municipal clients. Allstate Consultants (Allstate) has been serving communities across Missouri for nearly 50 years with a variety of services for both public and private clients and have approximately 45 team members that collectively focus on General Civil, Water, Wastewater, Transportation, Structural, Geotechnical, and Forensic Engineering as well as several other specialties. Allstate is headquartered in Columbia and has additional offices in Marcelline, Missouri and Lee's Summit, Missouri.

If selected by Camden County, it is our intention for Allstate to be the lead company with extensive support from DKC. I (Brian Harrington) will be the project manager and Darren Krehbiel will be the local contact for the team. Darren and I would work together to either directly perform any requested tasks or draw from other team members from either one of our companies.

We are excited about the potential opportunity to work with you and hope that our team is ultimately selected to serve Camden County for these projects. Our attached Statement of Qualifications gives further information about our team members and experience.

Sincerely,

Allstate Consultants LLC

Brian Harrington, PE, PTOE

Enc.

## History and Capabilities of Allstate Consultants

Allstate Consultants (Allstate) is a civil engineering consulting firm headquartered in Columbia, Missouri. Established in 1975, by Ron Shy, PE, Allstate has provided comprehensive surveying and engineering services for both public and private clients. Today, Allstate remains locally owned and operated, working with municipalities and governmental entities, educational institutions, contractors, developers, architects and other clients.

Our clients and their projects directly benefit from our years of experience, breadth of knowledge, and depth of expertise. With nearly fifty years in business, Allstate is committed to diversifying our services by hiring competent, hardworking individuals in the disciplines of engineering, planning, and surveying, including civil, structural, geotechnical, transportation, hydrologic and investigative engineering.

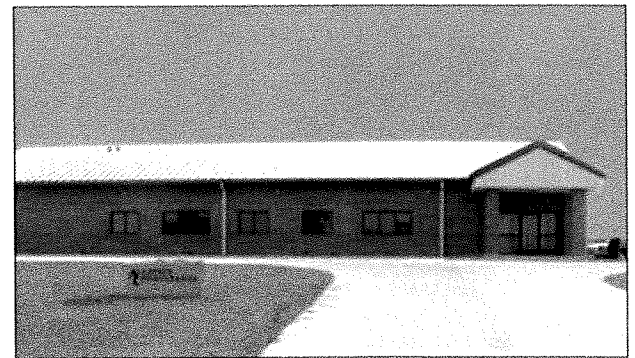
Our team includes licensed engineers and surveyors, drafting and field crew technicians, construction observation and testing personnel, forensic and investigative personnel and administrative office staff. Allstate has professionals with specialized experience, including:

- On Call Municipal Services/Project Compliance
- Transportation Engineering
- Roadways/Bridges
- Stormwater Engineering
- Owner's Engineer/Representative
- Wastewater Collection and Treatment
- Water Supply Treatment and Distribution
- Preliminary Engineering Reports
- Project Funding Assistance
- Land Use Design and Planning Support
- Flood Plain Management
- Geotechnical Engineering/Geology
- Structural Engineering
- FAA Part 107 (Commercial Drone)
- Crash Reconstruction
- Fire Investigation
- LEED AP/Envision Sustainability
- Indoor Air Quality
- Construction Observation/Administration/Materials Testing

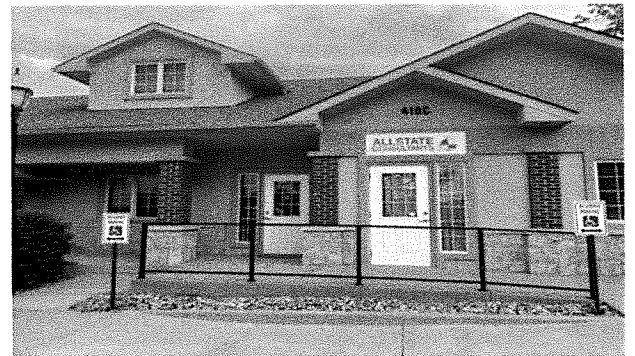
Construction services staff are certified by the American Concrete Institute (ACI) for concrete testing and are also licensed by the Nuclear Regulatory Commission (NRC) to own and operate soil testing equipment. In addition, Allstate's geotechnical laboratory in the Columbia office is capable of performing an extensive variety of geotechnical materials testing. Our firm has professional engineers licensed in the states of Arkansas, Idaho, Illinois, Iowa, Kansas, Kentucky, Missouri, Nebraska, Oklahoma and Virginia. We also have Land Surveyors licensed in Kansas and Missouri.



**Columbia**  
3312 LeMone Industrial Blvd.  
Columbia, MO 65201  
(573) 875-8799



**Marceline**  
30601 Highway 5  
Marceline, MO 64658  
(660) 376-2941



**Lee's Summit**  
410 SE 3rd Street, Suite 103C  
Lee's Summit, MO 64063  
(816) 895-2310

[www.allstateconsultants.net](http://www.allstateconsultants.net)



## History and Capabilities of Darren Krehbiel Consultants

Darren Krehbiel Consultants, LLC, is a consulting firm of design professionals who provide service in the areas of engineering design, project planning, financial analysis, land surveying, construction inspection, and quality control of construction materials. As a relatively small sized firm, Darren Krehbiel Consultants, LLC, provides a full range of professional services that are oriented to our client's needs. Our emphasis is to provide complete assistance from project conception to completion. This goal, coupled with our dedication to individualized planning, assures each client will receive a construction project in which they can take pride.

Darren Krehbiel Consultants, LLC, has provided the State of Missouri, municipalities, and other quasi-governmental entities throughout the State with consulting engineering services for over 50 years. Those services include:

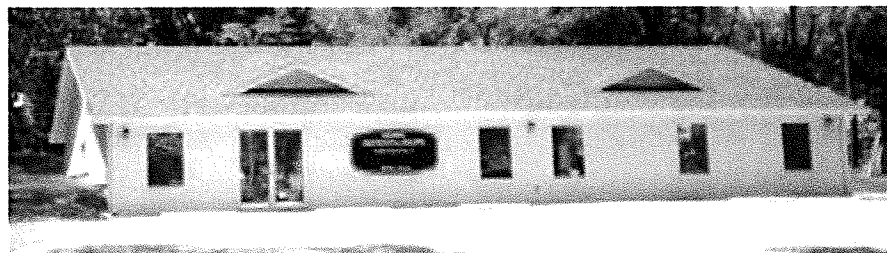
- Designing and overseeing the construction of roads, streets, drainage and highways as well as water lines, deep wells, water storage facilities, wastewater collection and treatment facilities, parking lots and CDBG projects.
- Preparing engineering reports, feasibility studies, investigation and preliminary reports.

Darren Krehbiel Consultants, LLC, can provide the land surveying field work necessary to design and layout a project, perform the on-site inspection during construction, prepare recommendations for the contractor's pay estimates, prepare and submit progress reports to various government agencies, and assist with the final inspection.

Utilizing the most advanced technology, Darren Krehbiel Consultants, LLC, serves as the single link between your needs and project development and implementation.

Darren Krehbiel Consultants, LLC's many years of repeat business with the same clients speaks for itself. We feel we have just the right staff to provide the experience and current technology necessary to complete any proposed work. We take pride in the fact that our staff is knowledgeable about each and every project, thus eliminating run around within the organization when determining project status or answering clients' questions.

Having been located in Camdenton since 1965, Darren Krehbiel Consultants, LLC, formerly Krehbiel Engineering, is familiar with the concerns and issues of communities throughout mid Missouri.



**Camdenton**  
Darren Krehbiel Consultants, LLC  
63 Blair Avenue  
Camdenton, MO 65020  
(573) 346-5316  
dkc@cdoc.net

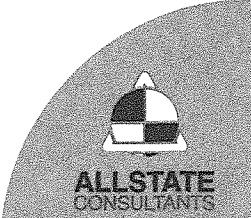


**ALLSTATE**  
CONSULTANTS

# KEY PERSONNEL

The Allstate/DKC Team has over 50 engineers, surveyors, technicians, and other professionals that will be dedicated as necessary to the various projects. Below is a sampling of the personnel that we anticipate being involved with the scope categories mentioned in the RFQ. Most of these people will be located in either Camdenton or Columbia but we may supplement from Marceline or Lee's Summit as necessary.

<b>Brian Harrington, PE, PTOE</b> Project Manager	<b>Darren Krehbiel, PE, PLS</b> Project Engineer, Local Contact	<b>Cary Sayre, PE</b> Project Principal	
<b>PLAN REVIEW</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>Wes Bolton, PE, ACTAR</b>
<b>STORM WATER</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>John Holmes, PE, CFM</b>
<b>TRANSPORTATION</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>Wes Bolton, PE, ACTAR</b>
<b>SURVEY</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Jamie Jeffries, PLS</b>	<b>Joe Hassien, LSIT</b>
<b>GEOTECHNICAL</b>	<b>Brian Robben, PE, RG</b>	<b>Christina Caldwell, RG</b>	<b>Tim Bennett, RG</b>
<b>CONSTRUCTION SERVICES</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Don Fischer, PLS</b>	<b>Stephen Lin, PE</b>
<b>CONSULTATION-UTILITIES AND FACILITIES</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>Cary Sayre, PE</b>
<b>CONSULTATION-DEVELOPMENTS</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>Wes Bolton, PE, ACTAR</b>
<b>PERSONNEL AVAILABLE FOR COMMUNITY MTGS</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>Cary Sayre, PE</b>
<b>BIDDING ASSISTANCE</b>	<b>Darren Krehbiel, PE, PLS</b>	<b>Brian Harrington, PE, PTOE</b>	<b>Stephen Lin, PE</b>



# RÉSUMÉ

## **Brian Harrington, PE, PTOE** **Project Manager**

Brian Harrington joined Allstate in 1993 and has primarily focused on general civil and traffic engineering projects. His responsibilities include various design and engineering work including roadway design, roundabout design, traffic impact studies, traffic sanitary sewer design, storm sewer design and modeling, grading and erosion control design, and preparation of site plans for commercial, industrial and institutional projects.

In 2005, Brian obtained his accreditation as a Professional Traffic Operations Engineer (PTOE). This designation recognizes the traffic operation specific experience and education Brian has accumulated in his nearly 25 years of work with traffic and transportation related projects.

### **PROJECT EXPERIENCE**

**Discovery Parkway—1.5 Mile Major Collector Extension**  
Columbia, Missouri

**Knob Noster Pedestrian Safety Project (MoDOT TEAP Program)**  
Knob Noster, Missouri

**Brunswick Street Improvements (Department of Economic Development—Community Development Block Grant Funding)**  
Brunswick, Missouri

**East Locust Creek Reservoir BUILD Transportation Improvements Project**  
Sullivan County, Missouri

**East Meyer Industrial Drive—0.8 Mile Neighborhood Collector**  
Columbia, Missouri

**Brunswick Sidewalk Renovations (Federal Project No. TAP-9900(131))**  
Brunswick, Missouri

**The Baptist Home Campus & Site Planning**  
Ashland, Missouri

**Lenoir Woods Senior Living Master Plan & Site Development**  
Columbia, Missouri

**Columbia Sports Field House**  
Columbia, Missouri

**Redman East Campground Renovation**  
Wappapello, Missouri



### **EDUCATION**

B.S., Civil Engineering (Magna Cum Laude), University of Missouri - Columbia

M.S., Civil Engineering,  
University of Missouri - Columbia

### **REGISTRATION & CERTIFICATIONS**

Missouri (PE)  
Arkansas (PE)  
Kansas (PE)  
Professional Traffic Operations Engineer (PTOE)

### **AFFILIATIONS**

Institute of Transportation Engineers (ITE)

Central Missouri Chapter Institute of Transportation Engineers (CMITE)

Missouri Park & Recreation Association (MPRA)



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# RÉSUMÉ

## **Darren Krehbiel, PE, PLS** **Project Engineer-Local Contact**

Darren has been associated with engineering and surveying most of his life and over the years has worked as an engineer, survey crew chief, AutoCAD draftsman, and chemical analyst. He is also certified in the use of nuclear operated testing equipment. A geomatic specialist, Darren worked under Dr. Joseph Paiva on the legal research for the admission of electronic data collectors in the courtroom.

A graduate of UMC, Darren taught surveying in the Civil Engineering Department at the University of Missouri-Columbia for two semesters before accepting a position in California as an Assistant Engineer with California's Department of Transportation. While at CalTrans, Darren prepared several designs for highway operation improvements in San Francisco and San Mateo Counties. He also supervised the project development of the Dumbarton Bridge lane expansion and reviewed plans and specifications submitted by outside consulting firms for completeness of hydraulic design.

In 1989 Darren returned to Camdenton, Missouri and has since supervised all aspects of Darren Krehbiel Consultants, LLC, operations. He has been in responsible charge of numerous signed and sealed projects and continues to concentrate on engineering design.

## **PROJECT EXPERIENCE**

**Lake of the Ozarks State Park-Sewer System Improvements**  
Kaiser, Missouri

**Lake Regional Hospital-General Civil Design and Consulting**  
Osage Beach, Missouri

**Laclede Electric Cooperative-Civil Engineering Design**  
Camdenton, Missouri

**City of Calhoun-Wastewater Treatment Plant Design**  
Calhoun, Missouri

**Camden County PWSD #4-Design and Consultation Services**  
Camden County, Missouri

**Camden County PWSD #5-Design and Consultation Services**  
Camden County, Missouri

**Laclede County PWSD #1-General Consulting**  
Laclede County, Missouri

**City of Camdenton-General Consulting**  
Camdenton, Missouri

**City of Osage Beach-Various Projects**



## **EDUCATION**

B.S., Civil Engineering, University of Missouri - Columbia

## **REGISTRATION & CERTIFICATIONS**

Missouri (PE)  
Kansas (PE)  
Oklahoma (PE)

Missouri (PLS)



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# RÉSUMÉ

## **Cary D. Sayre, PE** **Principal/Professional Engineer**

With nearly 30 years of extensive project experience and 25 years at Allstate Consultants and management of the Marceline Office, Cary has a broad portfolio of projects with design work that includes solid waste, biosolids management, sanitary water and sewer projects, treatment and pumping facilities and structural projects, and their accompanying plans and specifications. His work also includes residential and commercial planning and development and construction administration and inspection.

Having worked for Missouri Department of Natural Resources, Cary has a broad expertise with regulations and understands how to communicate with community leaders so they can make the most informed decision. Cary thoughtfully works to connect with people to establish rapport to answer questions and concerns. He has extensive knowledge of funding mechanisms associated with water and wastewater systems and has long standing relationships with personnel and staff representing governmental funding agencies.

### **PROJECT EXPERIENCE**

**Warrensburg East/West Wastewater Treatment Plant Improvements**  
Warrensburg, Missouri

**Milan SBR Wastewater Treatment Plant**  
Milan, Missouri

**Gilman City Wastewater Treatment Facility Improvements**  
Gilman City, Missouri

**Gallatin Wastewater Treatment System Improvements**  
Gallatin, Missouri

**Brookfield Wastewater Collection and Treatment Improvements**  
Brookfield, Missouri

**Little Otter Creek Reservoir**  
Caldwell County, Missouri

**Wastewater Treatment Plant Improvements**  
Fort Riley, Kansas

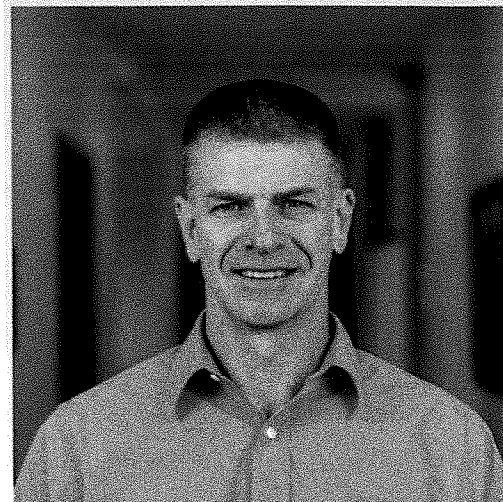
### **PRESENTATIONS (Recent)**

**Planning Water and Wastewater Projects**  
MRWA—Northwest Section Meeting, January 29, 2019  
MRWA Annual Conference at Branson, Missouri, October 31, 2019

**Project Specifications, Engineering Contracts, Scope of Services**  
MRWA Fall Conference, October 28, 2021

**Water and Wastewater Projects - Do's and Don'ts**  
MWWC—Northwest Meeting, April 17, 2022

**Keeping Wastewater Projects on Track and in Budget**  
MRWA Annual Conference, March 8, 2023



### **EDUCATION**

B.S., Agricultural Engineering,  
University of Missouri – Columbia

M.S., Agricultural Engineering  
(Environmental Emphasis),  
University of Missouri-Columbia

### **REGISTRATION**

Missouri (PE)  
Iowa (PE)  
Kansas (PE)  
Nebraska (PE)

### **AFFILIATIONS**

National Society of Professional  
Engineers

Missouri Society of Professional  
Engineers

Missouri Department of Natural  
Resources Statewide Water  
Resources Planning Group 2017-  
2019

University of Missouri Alumni  
Association

University of Missouri CAFNR  
Alumni Board

Missouri Water and Wastewater  
Conference—Life Member



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# TRANSPORTATION



Vandiver Drive Extension - Columbia, MO

## SERVICE OVERVIEW

Transportation systems are arguably the most visible components of a county's infrastructure. Roadways, sidewalks, and trails impact citizen's satisfaction as well as vehicular and pedestrian safety. Allstate's Transportation Team understands the impacts of a community's transportation infrastructure. Our engineers partner with municipal clients, school districts, community members, and businesses to provide affordable, innovative, and reliable solutions. Allstate has extensive experience planning and designing roadways, conventional and alternative intersections, replacement and overlay projects, traffic control, and bicycle and pedestrian facilities as well as evaluating the operational, safety and capacity impacts of proposed transportation infrastructure. Many of our roadway design projects include comprehensive traffic studies, traffic flow modeling, alternatives analysis, access analysis, and safety assessments as well as presentations on alternates to project stakeholders and community members.

## THE ALLSTATE EXPERIENCE

With a Professional Traffic Operations Engineer (PTOE) and an Accredited Traffic Crash Reconstructionist (ACTAR), Allstate brings a comprehensive approach to evaluating and designing transportation systems.



## RELEVANT PROJECT

### Brunswick Street Improvements - Chillicothe, MO

Allstate partnered with the City of Chillicothe to reconstruct this unimproved asphalt roadway through a residential and industrial district. The new street was constructed as a concrete curb and gutter street with underground storm water. The roadway improvements to this heavily used corridor drastically improved the usability of the street.

## HIGHLIGHTS

- Complete roadway reconstruction from unimproved asphalt to a wider concrete curb and gutter street
- Added storm water inlets and pipes to improve drainage
- Reconstructed driveways
- Coordinated with adjacent businesses to provide uninterrupted access through construction



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# RELEVANT TRANSPORTATION PROJECTS

## **Discovery Parkway**

*Columbia, Missouri*

Allstate worked with the City of Columbia to design a 1.5 mile major collector roadway extension. This project connected two existing roadways to help create a major route around southeast Columbia between I-70 and US Hwy 63. Discovery Parkway bisected a University of Missouri research farm necessitating the design of two bridges and one box culvert underpass to facilitate the existing agricultural and research activities of the University.



## **Sidewalk Inventory and Analysis Report**

*Knob Noster, Missouri*

Allstate analyzed the existing sidewalk conditions for downtown Knob Noster and its surrounding area. This study included 169 segments and nearly 150 acres of the city. The study provided an inventory and priority list for future sidewalk projects, sidewalk repairs, and sidewalk maintenance including ADA considerations.



## **Fairview Road Intersection Analysis**

*Columbia, Missouri*

Allstate evaluated the existing and potential intersection control options for the intersection of Fairview Road with Chapel Hill Road and then intersection of Fairview Road with Rollins Road.

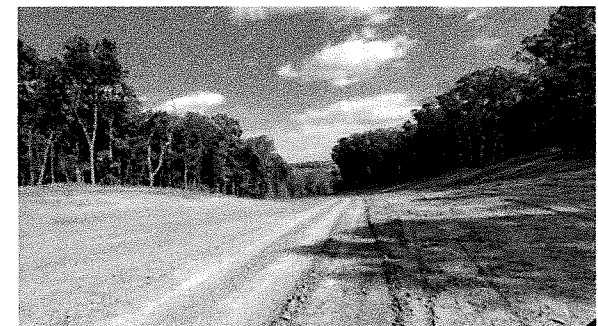
These intersections were evaluated for the operational effectiveness and safety impacts of Two Way Stop Control, All Way Stop Control, Roundabout Control and Signalized intersection Control as well as pedestrian/bicycle considerations.



## **Gibbs Road Full Depth Reclamation**

*Boone County, Missouri*

Allstate teamed with Boone County Resource Management to investigate innovative and economical Full Depth Reclamation (FDR) of Gibbs Road. A first in Boone County, the FDR process involved pulverization and cement stabilization of the reclaimed roadway materials followed by asphalt surfacing. A cement stabilization mix design program was developed and the project involved a 12-day construction period with open traffic throughout the process and no waste or haul off of materials, saving money and valuable resources.



## **Roy Blunt Reservoir Roadway Relocations**

*Sullivan County, Missouri*

Allstate assisted in acquiring approximately \$23,000,000 in BUILD grant federal funding and other transportation funds and designed the relocation of approximately 8 miles of roadway in Sullivan County to make way for the planned Roy Blunt Reservoir. These roadway projects were integrated with several bridge structures, Hwy 5 intersection improvements, rural gravel roadway improvements and recreational improvements to facilitate the reservoir construction.



## RELEVANT COUNTY PROJECTS

### Boone County Plan Review and Surveying

*Columbia, Missouri*

Allstate has been working with Boone County Resource Management to review Surveys, Plats and other Surveying Documents and to prepare Easement Descriptions. In addition, Allstate recently began a topographic and right of way survey for approximately 2 miles of the Bonne Femme Church Road in preparation for a reconstruction project.



### Little Otter Creek Reservoir

*Kingston, Missouri*

Allstate Consultants is the lead engineering firm and owner's engineer for the Little Otter Creek Reservoir, in Caldwell County, Missouri. We recently finished final permitting and preparation of the watershed protection plan, designs, sediment control plans, mitigation and permitting, as well as funding and plan of finance for the entire project. This project is currently under construction. The Caldwell County Commission in northwest Missouri is the local sponsor of the multipurpose reservoir project to increase water supply, provide water-based recreational opportunities, and reduce flood damages in that county. Local support for the estimated \$24,000,000 reservoir is evidenced by Caldwell County's purchase of approximately 700 acres surrounding the reservoir for mitigation and other activities associated with the project, and the 2002 vote approving a ½-cent county-wide sales tax to assist with project funding.



The 344-acre reservoir is within the Little Otter Creek watershed. This watershed lies entirely within Caldwell County, originates approximately two miles east of Hamilton, Missouri, and flows south-southeast to its confluence with Otter Creek. Little Otter Creek watershed totals 6,323 acres and is part of the Otter Creek watershed.



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# PROXIMITY & FAMILIARITY

## PROXIMITY

Darren Krehbiel Consultants is located in Camdenton and is literally minutes away from Camden County offices. Allstate Consultant's headquarters are in Columbia and are roughly 85 miles or 1 hour and 15 minutes from Camdenton. As your Points of Contact, Brian Harrington and Darren Krehbiel will respond quickly to requests and staff members can quickly be onsite or available for a video call.

## FAMILIARITY

Both Allstate and DKC are accustomed to working with counties who are concerned with ever-tightening regulatory requirements and increasing costs of infrastructure improvements. Though the future of the regulatory environment is often uncertain, we work with Missouri counties to find the most cost effective solution to meet current needs while considering future requirements.

Darren Krehbiel Consultants has completed or is in the process of completing projects in the following nearby communities:

- Camdenton, MO
- Eldon, MO
- Versailles, MO
- Osage Beach, MO
- Lebanon, MO
- Barnett, MO

In addition, DKC has provided the engineering and will continue working with the City of Camdenton and MoDOT for the utility relocation for the widening of W Hwy 54 in Camden County.

Allstate Consultants has completed or is in the process of completing projects within the following nearby communities:

- Village of Four Seasons, MO
- Lake Ozark, MO
- Tipton, MO
- Sedalia, MO
- Roach, MO
- Jefferson City, MO
- Sunrise Beach, MO



## REFERENCES

Allstate Consultants has proudly served communities across Missouri for nearly 50 years. Below you will find a partial listing of references for which the firm has performed services within the last five years.

### **Caldwell County**

Dale Akey, Presiding Commissioner  
49 East Main St.  
Kingston, Missouri 64650  
(816) 586-2571

### **Sullivan County**

Chris May, Presiding Commissioner  
109 N. Main St.  
Milan, Missouri 63556  
(660) 265-3434  
csmay3@gmail.com

### **City of Columbia**

Mike Snyder, Parks Superintendent  
P.O. Box 7236  
Columbia, Missouri 65205  
(573) 874-7203  
Mike.snyder@como.gov

### **City of Gallatin**

Lance Rains, City Administrator  
112 E Grand  
Gallatin, Missouri 64640  
(660) 663-2011  
cityadmin@gallatinmo.com

### **City of Camdenton**

Jeff Hooker, City Administrator  
Bill Jeffries, Public Works  
P.O. Box 1048  
Camdenton, Missouri 65020  
(573) 346-3600

### **Camden County PWSD #5**

Dr. Gail White, Board Member  
(573) 836-0668  
drgailwhite@gmail.com

### **Boone County Resource Management**

Jeff McCann, PE, County Engineer  
801 E Walnut, R315  
Columbia, MO 65201  
(573) 886-4480  
jmccann@boonecountymo.org

### **North Central Regional Water Commission**

Brad Scott  
201 N. Market St., PO Box 164  
Milan, Missouri 63556  
(816) 590-0264  
bradscott@bmscottassociates.com

### **City of Ashland**

James Creel, Public Works Director  
101 West Broadway  
Ashland, Missouri 65010  
(573) 657-2568  
jcreel@ashlandmo.us

### **City of Brookfield**

Dana Tarpenting, City Manager  
116 West Brooks Street  
Brookfield, Missouri 64628  
(660) 258-3377  
dtarpenting@brookfieldcity.com

Darren Krehbiel Consultants has served communities across Missouri for nearly 60 years. A partial listing of references for which the firm has performed services within the last five years is shown below.

### **Lake of the Ozarks State Park**

Nathan Graessle, PE  
P.O. Box 176  
Jefferson City, Missouri 65102  
(573) 522-6390

### **Lake Regional Hospital**

Kevin McRoberts, Senior VP of Operations  
54 Hospital Drive  
Osage Beach, Missouri 65065  
(573) 348-8305





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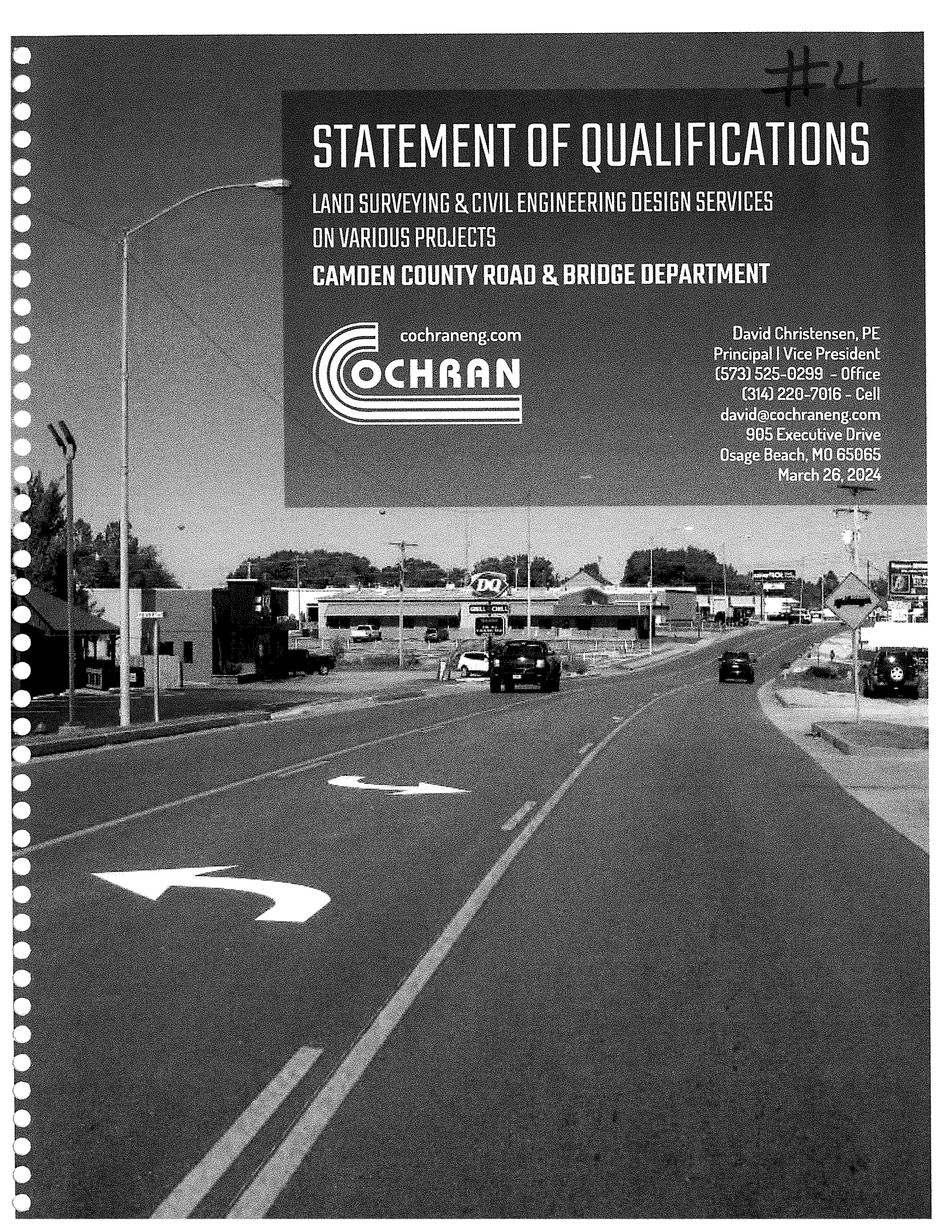
# STATEMENT OF QUALIFICATIONS

LAND SURVEYING & CIVIL ENGINEERING DESIGN SERVICES  
ON VARIOUS PROJECTS

CAMDEN COUNTY ROAD & BRIDGE DEPARTMENT



David Christensen, PE  
Principal | Vice President  
(573) 525-0299 - Office  
(314) 220-7016 - Cell  
david@cochraneng.com  
905 Executive Drive  
Osage Beach, MO 65065  
March 26, 2024





March 26, 2024

Camden County Highway Department  
c/o Mr. Rowland A. Todd, Camden County Clerk  
1 Court Circle NW, Suite #2  
Camdenton, MO 65020

RE: Statement of Qualifications - Land Surveying & Civil Engineering Design Services on Various Projects

Dear Mr. Todd,

Thank you for the opportunity to submit our qualifications for Land Surveying & Civil Engineering Design Services on Various Projects.

Established 65 years ago, Cochran is a civil engineering, land surveying, quality management, testing and inspection, geotechnical, and architectural firm providing consulting and engineering services on complex road, bridge and other projects. We are a local company with an office in Osage Beach and a team of 90+ qualified engineers, surveyors, professional bridge designers, inspectors, material testing technicians, and administrative personnel who are ready and available to respond to your needs. If selected for these projects, we will perform all of the engineering services needed out of our Osage Beach office with support from our St. Louis office.

**Principal Involvement.** Chris Boone, PE; Shannon Johannng, PE; Kurt Daniels, PE; and David Christensen, PE serve as our principals. Our commitment to our clients includes principal involvement in all phases of a project. They each take personal as well as professional responsibility on the success of all projects and make sure every client and project receives the individual attention it deserves. In addition, they guide the firm in focusing on our customer service philosophy and core values which include the highest quality, best creative design, collaboration with our clients, ethical business practices and respectful teamwork.

**Policies & Missouri License.** Cochran is a licensed State of Missouri business with 25 professionally licensed Engineers/Surveyors/Architects on staff. For the protection and safety of our clients and employees, Cochran is a drug free company. We conduct pre-employment drug screenings, along with random testing. Cochran is enrolled in the Federal Work Authorization Program and utilizes E-Verify to certify our workforce.

**MoDOT LPA Projects.** Cochran is prequalified with MoDOT, listed in MoDOT's Approved Consultant Prequalification List, and compliant with all of its financial and on-call requirements. We also have performed engineering design services for more than 100 STP projects, including \$100+ million in federal funds.

**Extensive Experience in Camden County.** Cochran brings a familiarity of working with Camden County as we have completed several land surveying projects for various roadway projects for the County. We have extensive experience completing projects for clients across the Lake of the Ozarks region, most notably, the Cities of Osage Beach and Camdenton, where we have served as City Engineer since 2020. We also serve as City Engineer for the Cities of Ellisville, Overland, University City, Ozark, Strafford, Willard, Republic, De Soto, Ste. Genevieve, Pevely, Flint, and New Melle, and serve as County Engineer for Franklin, Jefferson, Lincoln, and Audrain counties.

**Our Understanding.** Cochran understands the County's need to provide survey and engineering services for the various projects. With that in mind, we have assembled a team to provide the required services, including surveyors, engineers and CAD technicians located at our Osage Beach office. This team has additional support from our St. Louis and Wentzville offices.

For your projects, Dave Christensen, PE will serve as Executive in Charge and lead engineer, coordinating our team and all project requirements. He can be reached at (314) 220-7016 or via email at david@cochraneng.com. We are grateful for the opportunity to continue working with Camden County. Should you have any questions, please contact me on my cell at (314) 560-1135 or via email at sally@cochraneng.com.

Sincerely,

Sally Bartnett Bothmann  
Partner | Director of Client Relations & Business Development

**PRIMARY CONTACT**

David Christensen, P.E.  
 david@cochraneng.com  
 (314) 220-7016 - cell  
 cochraneng.com

**LOCATIONS**

Osage Beach 905 Executive Dr. Osage Beach, MO 65065	St. Louis 737 Rudder Rd. Fenton, MO 63026
Union 530A East Independence Dr. Union, MO 63084	Wentzville 8 East Main St. Wentzville, MO 63385
Ozark 2804 N. Biagio St. Ozark, MO 65721	Farmington 1163 Maple St. Farmington, MO 63640

**OUR TEAM**

Principals	4
Engineers	19
Architects	2
CPRP	1
Structural	2
E.I.T.s	7
Engineering Technicians	15
Construction Testing	14
Geotechnical	12
P.L.S.s	5
L.S.I.T.s	2
Survey Crew	10
Administration	8

**LIABILITY & INSURANCE**

Cochran carries the following insurance:

**General Liability**  
 \$1,000,000 per occurrence  
 \$2,000,000 aggregate

**Professional Liability**  
 \$2,000,000 per occurrence  
 \$4,000,000 aggregate

**Automobile Liability**  
 \$3,000,000 per occurrence

**Worker's Compensation Insurance**  
 \$1,000,000 per occurrence

**Umbrella Coverage**  
 \$5,000,000 per project

**ABOUT US**

Established in 1959, Cochran is a full-service consulting firm providing planning and design services including civil engineering, land surveying, architecture, geotechnical, construction testing and inspection, construction quality management and construction administration for clients across Missouri. Our services include condition assessments, planning, design and funding for transportation with MoDOT review (specializing in roadway/street design and engineering; lighting design; sidewalk/trail design and engineering; bridge design/structural engineering), stormwater and other infrastructure needs for more than 45 counties and cities throughout Missouri.

At Cochran, transportation associated projects and trails are one of our mainstays. We are listed on the MoDOT On-Call and Prequalified list and have completed 150+ transportation projects through the MoDOT LPA program utilizing roadway, bridge, sidewalk, trails and lighting projects with & without funding. For projects that have required funding, we have secured \$100 million in grant funding in the past 10 years.

Cochran operates six offices across Missouri, including Osage Beach, which has allowed us to better serve our clients in the Lake region. Your project work will primarily be completed out of our Osage Beach location with support from our St. Louis and Wentzville offices.

Through an unwavering commitment to quality services, professional integrity, and client satisfaction, Cochran has grown to become one of the top Missouri design firms staffed with a diverse team of 90+ employees. Our professionals provide expert planning, budgeting and design services for public and private entities across Missouri. In addition to project work, each individual plays a role in maintaining the policies and practices that have helped us build an experienced professional staff, a strong project management system, and a close professional rapport with clients, public officials, and residents & businesses in our communities.

One of our greatest strengths is our ability to draw upon the diverse disciplines and experience of our team. We are prepared to assist the County with the following Scope of Work:

- Plan Review – Subdivision, Platting, Regulation Compliance, etc.
- Storm Water Engineering – Control, Collection and Conveyance, Reports and Studies, etc.
- Transportation Engineering – Streets, Bridges, Sidewalks, Reports and Studies, etc.
- Survey – Boundary, Topographic, Legal, etc.
- Construction Services – Construction Staking, Materials Testing, Inspection, Construction Management, etc.
- Consultation on County Utilities and Facilities – Furnish advise and consultation on the operation, maintenance, and permitting of the County's storm water drainage system, transportation system, and other County-owned facilities under the direction of the Road & Bridge Administrator
- Consultation on development projects/permits – Review project plans and proposals for compliance with County Code, Standards & Specifications, and other applicable requirements
- Have personnel available to meet with residents, contractors, developers, engineers, etc., as requested
- Bidding – Assist with bidding for construction/engineering pertaining to ongoing County projects

As projects are assigned, each project will be approached from a comprehensive perspective to ensure we understand all elements of the project. Our commitment is to provide a balanced, multidisciplinary team — all working together for maximum effect to deliver a successful and complete project. Because responsiveness to our clients is vitally important, we operate a business-based, professional engineering practice. This philosophy is especially applicable for projects that encompass a broad variety of disciplines and experience, yet require a common point of contact.

**STP Project Experience:**

**We have performed engineering design services for 100+ STP projects, including \$95M in federal funds.**

**We are prequalified by MoDOT and listed in MoDOT's Approved Consultant Prequalification list.**



## LOAN & GRANT FUNDING

Cochran understands the challenges communities face in financing infrastructure improvement and new projects. We focus on matching a community's needs with various loan and grant programs while guiding you through the complicated and competitive application process. As potential funding sources are identified, our highly experienced team will provide you with the preliminary sketches, reports, and cost estimates to help you maximize your loan and grant benefits. In the past 10 years, we have assisted in securing over \$220+ million in state and federal funding. In addition, over 60% of our transportation, water, and infrastructure projects involve successful funding assistance from the State of Missouri, MoDOT, Department of Natural Resources, and other state & local agencies.

### FUNDING AGENCIES

Cochran has worked with the following agencies in achieving loan and grant funding:

Community Development Block Grant	Department of Economic Development	Disaster Relief Funding
State Revolving Fund	Southwest Missouri Council of Governments	Boonslick Regional Planning Commission
American Rescue Plan Act	Tri-State Water Resource Coalition	East-West Gateway Council of Government
USDA Rural Development	Meramec Regional Planning Commission	Lake Ozark Council of Local Governments
Missouri DNR	Midwest Assistant Program	

### FUNDING RECIPIENTS

Cochran has worked with the following municipalities and districts in achieving loan/grant funding:

City of Camdenton	City of Herculaneum	City of Strafford
City of Osage Beach	City of Arnold	City of Waynesville
City of Lake Ozark	City of Desloge	City of Gerald
Lincoln County	City of Farmington	City of Berger
Franklin County	Phelps County PWSD 2	City of Union
City of Bonne Terre	Franklin County PWSD 1	PWSD 1 of Ste. Genevieve Co.
City of De Soto	Franklin County PWSD 3	PWSD 6 of Jefferson County
City of Pevely	Gasconade County PWSD 1	PWSD 3 of Jefferson County
City of Crystal City	Ste. Genevieve County PWSD 1	City of Washington
City of Festus	Brush Creek Sewer District	

## OUR SERVICES

Cochran specializes in transportation, trail, and infrastructure projects as described in the Camden County Road & Bridge Department RFQ.

### OVERALL SERVICES

- County/City Engineer
- On-Call
- Civil Engineering
- Engineering Review and Consulting
- Plan and Peer Review
- Transportation: Roadways, Bridges, Sidewalks, Streets and Parking Lots
- Stormwater Management – Control, Collection and Conveyance
- Land Survey/Utility Location & Mapping
- Construction Quality Management
- Construction Administration
- Construction Testing & Inspection
- Master Planning & Design
- Feasibility Studies
- Site Development
- Drinking Water Treatment, Supply, Storage & Distribution
- Wastewater & Sanitary Sewer
- Architectural Services/Revit/BIM Design/3D
- Geotechnical Engineering
- Environmental Studies
- Energy Analysis
- Needs Assessment
- Cost Estimation
- Public Presentations and Meetings
- Design-Build
- Easement Acquisition
- Interior Design
- Landscape

### ROADWAY/STREET DESIGN & ENGINEERING

- Street & Roadway Design
- Federal Funding Assistance
- Highway Design & Planning
- Pavement Evaluations & Remediation
- Street Rehabilitation
- Design, Bidding, Construction Administration, Testing & Inspection
- Preventive Pavement Maintenance Plans & Analysis
- Pavement Overlays, Widening and Repair (Concrete and Asphalt)
- Specialized Pavement Design & Consulting
- Roundabout Design
- Parking Lot Design & Planning
- Signalized & Unsignalized Intersection Improvements
- Storm Drainage Systems & Structures
- Right-Of-Way Exhibits, Acquisition

## SIDEWALK DESIGN & ENGINEERING

- Sidewalk Rehabilitation
- Concrete Testing & Inspection
- Nature Trails
- Walking Trails
- Specialty Funding & Grant Assistance
- Design, Bidding, Construction Administration, Testing & Inspection
- Design Studies
- Lighting
- Bike Paths/Lanes

- Pedestrian Bridges
- Cost Estimation
- Public forums

## BRIDGE DESIGN & STRUCTURAL ENGINEERING

- Large River & Stream Designs (complying with LPA Manual)
- Bridge and Large Culvert Design
- Box Culverts
- Bank Stabilization
- Capital Improvement Programming, Coordination & Implementation
- Federal & State Funding Assistance
- Structure Inspection & Reporting
- FEMA Studies & Approvals

- Hydrologic & Hydraulic Analysis
- Preboring & Piling Designs
- Construction Admin & Inspection Services
- Design, Bidding, Construction Administration, Testing & Inspection

## STORMWATER DESIGN/WATER RESOURCE ENGINEERING/FLOOD MANAGEMENT & MITIGATION

- Hydraulic Analysis
- Closed Conduit Systems
- Design Curb Inlets, Drains & Pipping
- Design of Stormwater Retention and Detention Basins & Ponds
- Erosion Control Assessments, SWPP Designs & Systems and Facilities
- Drainage System Evaluations & Studies
- Hydrologic Computer Modeling & Calculations
- Evaluation of Hydraulic Structure Capacities
- Preparation of Drainage Maps & Systems

- Urban Runoff Collection and Management & Permitting
- Water Quality Analysis, Mitigation & Design
- Lake & Dam Design & Permitting
- Watershed Planning & Mitigation Assessments
- Work with MSD

## SURVEYING

- Design Surveys
- Topographical Surveys
- Boundary, ALTA, and Utility Surveys
- Right-Of-Way Surveys
- Subdivision Platting
- Lot Surveys
- Easement Preparation
- Construction Staking
- Utility Mapping
- Property Research/Ownership Information
- As-Built Surveys
- Horizontal and Vertical Control Surveys

- FEMA Elevation Certificates
- Floodway Surveys
- Missouri East 1983 State Plane Coordinate Surveys
- North America Vertical Datum 1988 Surveys

## TESTING & INSPECTION

- Roadway Construction (asphalt and concrete)
- Mass Grading
- Retaining Walls
- Bridge Construction
- Slide Repairs
- Dam Construction and Repairs
- Foundation Construction

- Structural Masonry (CMU) Construction
- Special Inspections Meeting IBC
- Structural Steel Testing

## BID ADMINISTRATION

- Questions & Answers During Bid Process
- Building Permit Submittals
- Analysis & Recommendation of Bids to Owner
- Preparation & Distribution of Addenda
- Any Value Engineering Items Required for Budget Reduction

- Preparation of Bid Forms & Instructions
- Invitation to Bid Letter.
- Preparation of Contracts

## CONSTRUCTION MANAGEMENT

- Pre-Construction: Bid Administration, Issue & Manage Addendum's, Analysis, Meetings, and Proposed Schedules
- Construction: Regular Meetings & Minutes, Review/Approve Drawings, Manage Schedule, Pay Request, Job Control, Negotiate Change Orders, RFI's, Compliance, Status Reports, Presentations, etc.
- Quality Assurance: Review QA Test Reports, Compliance of Materials, Recommendations
- Post Construction: Preparation of Punch List, Finalize Terms/Claims, Oversee Completion of Record Drawings, Final Report Preparation, Transmittal of Files

## CONSTRUCTION ADMINISTRATION

- Review of Shop Drawings & Submittal
- Pre-Construction Meeting
- Periodic Site Visits to Review Construction Progress
- Monthly Review of Pay Requests
- Prepare & Distribute Clarification Documents & Interpretations for Contractors
- Additional Site Visits Will Be Billed Hourly Upon Request

## STAFF DESCRIPTIONS

The assigned Cochran team brings a comprehensive wealth of experience matching and exceeding the scope of work outlined in the RFQ. At Cochran, each team member is trained in multiple disciplines, gaining experience in all types of transportation and infrastructure needs. All of the team members listed have extensive MoDOT LPA program experience & collectively bring 100+ design projects within the programs.



**David Christensen, PE, MPPA | Lead Engineer  
Principal | Vice President**

**Education** BS, Civil Engineering, 1991  
University of Missouri, Rolla, MO  
MS, Public Policy Admin., 1999  
University of Missouri - St. Louis

**Registrations/Certifications**  
Professional Engineer (MO PE-28254)

As head of Cochran's transportation division, Dave oversees the planning, design, construction and quality control for the transportation group. He will be the County's main point of contact & lead engineer for any upcoming project. Dave brings 30+ years of engineering experience and has extensive institutional experience, plus 100+ road projects with & without state or federal funding. David began his career as a construction inspector for MoDOT and transitioned to municipal government, serving as City Engineer/Public Works Director for the City of Clayton and Assist. City Engineer/Deputy Director of Public Works for the City of Chesterfield. He has a thorough knowledge of municipal budgets and procedures, having managed road, bridge and improvement projects of all sizes and disciplines.

David's primary focus is making sure the budget is maintained, schedules are met, and quality assurance and quality control are delivered. His project experience is focused in transportation with an emphasis on road rehabilitation, road design, storm sewers, bridge, ADA compliance, sidewalks, and municipal facilities. Dave has helped acquire more than \$100 million in grants and federal loans. He has been involved in numerous MoDOT roadway and municipal government projects and is capable of following budget and schedule requirements. Dave has helped acquire \$100+ million in grants and federal loans and completed 125+ regional roadway projects and 25+ bridge projects with MoDOT review, and 30+ sidewalk projects.



**Erik Howell, PE  
Design Engineer**

**Education** BS, Civil Engineering, 2014  
University of Missouri-Columbia

**Registrations/Certifications**  
Professional Engineer (MO PE-2019000175)

As a design engineer with nine years of experience, Erik has worked on hundreds of projects since joining the Cochran team, including more than a dozen transportation projects involving asphalt road improvements, asphalt overlay, paving analysis reports, intersection construction, and concrete streets. He also has contributed to box culvert projects for Benton County and a private client in Camden County. His role has included project manager, engineering design, construction inspection, day-to-day management of projects and local liaison. Erik moved to the Lake region as a child and is a graduate of Camdenton High School. He excited to have a career in his hometown, where he can make a difference for his neighbors and everyone who visits the area.



**Tary Todd, PE  
Director of Road & Bridge Design**

**Education** BS, Civil Engineering, 1985  
University of Missouri-Columbia

**Registrations/Certifications**  
Professional Engineer (MO PE-24182)

Tary has over 37 years of municipal infrastructure experience with 100+ transportation projects including all aspects of roadway, stormwater, bridge, water and waste water design. He offers analysis of data and consideration given to feasibility and alternatives; project design; cost estimation; financial analysis; and recommendations. His responsibilities include funding, feasibility studies, planning and design and construction administration. Tary's goal is to provide excellence from start to finish, while enhancing the safety of the community's connection systems. He has project experience regarding design in streets/roadways, lighting, sidewalks/trails, bridges, and stormwater.



**Brad Dunagan, PE  
Senior Design Engineer**

**Education** BS, Civil Engineering, 1977  
University of Missouri-Columbia

**Registrations/Certifications**  
Professional Engineer (MO PE-22970)

With more than 40 years as a civil engineer, Brad brings a wide range of experience, having served as City Engineer of Wardsville, MO. He also brings a wealth of knowledge regarding condition assessments for planning & design of 100+ roadways/bridges. His experience includes all aspects of roadways, bridges, storm water/culverts and water resource management design. He is an expert in transportation funding and design completing hundreds of bridge and road projects.



**Kevin Wolff, PE  
Senior Roadway Design Engineer**

**Education** BS, Civil Engineering, 1999  
Missouri University of S&T, Rolla

**Registrations/Certifications**  
Professional Engineer (MO PE - 2004000859)

Kevin is a senior roadway design engineer for Cochran and will be responsible for quality control on the project. He brings more than 20 years of experience designing roadway rehabilitation, paving and ADA compliant streetscape projects throughout Missouri, including Industrial Drive and Osage Beach Road for the City of Osage Beach. Kevin has been involved with the design, management and construction of 20+ federally funded projects.

## STAFF DESCRIPTIONS



**Mike Spolding**  
Senior Design Engineer

**Education**  
BS, Civil Engineering, 1997  
Missouri University of S&T, Rolla

Mike is a senior design engineer and project manager with 20+ years experience in road improvement projects, including projects for the City of Camdenton, Warren County and Franklin County, to name a few. His primary role will be to prepare the project manual with all of the required documents for PS&E approval and assure ADA compliance with the design. Federal aid project design and construction experience — 25+ projects.



**Tim Van Leer, PLS**  
Survey Manager

**Education**  
AS, Drafting & Design, 2002  
East Central College, Union, MO

**Registrations/Certifications**  
Professional Land Surveyor  
(MO PLS 200700087)

Tim is in charge of Cochran's survey department and will be responsible for coordinating and scheduling the surveys and base map preparation. He has 20+ years of experience in all aspects of land surveying, including performance and supervision of topographic, hydraulic, boundary, right-of-way, and construction staking.



**Gary Scheipeter**  
Construction/Utility Manager

Gary's primary role will be to assign the appropriate levels of resources on a daily basis, including coordination, scheduling testing personnel and assist regarding any technical issues that may arise. He has 30+ years of experience managing and inspecting roadway rehabilitation, sidewalk, ADA and streetscape projects across the St. Louis region. For 25+ years, Gary served as Public Works Superintendent for the City of Clayton. As a Construction/Utility Manager for Cochran, Gary provides on-sight construction management oversight, coordinates and runs the schedules for Project Managers, and coordinates with agencies such as Utility Companies, Project stakeholders and MoDOT. His expertise includes roadway, park lighting design, photometric and circuitry calculations, equipment recommendations, transportation, and installation and system maintenance. He is known for his superior customer service and ability to keep the project and traffic flowing.



**Nick Weber, EIT**  
Design Engineer

**Education**  
BS, Civil Engineering, 2021  
Missouri University of S&T, Rolla

**Registrations/Certifications**  
Engineer In Training (MO)

Nick came to Cochran as a summer intern and has transitioned to a full-time position as an Engineer in Training. In his short time with us, Nick has worked on several transportation projects, including Old Route 5 CDBG for the City of Camdenton and Industrial Drive and Osage Beach Road for the City of Osage Beach. Nick was born and raised in the Lake region and is a graduate of Camdenton High School.



**Wayne Patterson**  
Construction Inspector

**Certifications**  
OSHA 10CFR 1910.120  
Hazardous Waste Training

Wayne joined the Cochran team as a Construction Inspector for our Osage Beach office in 2023, bringing 36 years of general contractor/construction experience, where he inspected construction of water, sewer and electrical systems, asphalt and concrete. Wayne's experience also includes 14 years as Public Works Director/Utility Superintendent for the City of Mitchellville, Iowa, where he routinely inspected the City's water, sewer and road projects to ensure they were being constructed and performing to the correct specifications. In Mitchellville, Wayne also served as Parks & Recreation Superintendent. As the On-Call City Engineer for Osage Beach, Cochran provides construction inspection services for public works projects, as well as private developments.



## PAST RECORD OF PERFORMANCE

Our 95% repeat clientele rate and consistent Excellent LPA scores stand as strong testimonials to our proven track record. Over the past 65 years, we have successfully provided services for hundreds of roadway rehabilitation projects across the state. Our team brings a deep bench of experience in roadway design, including 100+ years of combined experience on roadway and bridge projects. Our skill in aligning processes with project goals has been a cornerstone of our

success, as evidenced by the detailed project experience outlined in our response. Cochran's performance is rigorously evaluated through our LPA score, where we consistently earn Excellent ratings. We are confident our wealth of collective experience and demonstrated Past Record of Performance will result in achieving another highly successful outcome.

LPA	LPA OFFICIAL & TITLE	PHONE NO.	ENGINEERING WORK CATEGORY	RATING
Audrain County	Steve Hobbs, Presiding Commissioner	(573) 473-5823	Bridge Design & Construction Inspection	Excellent
Benton County	Steve Daleski, South District Commissioner	(660) 438-7046	Design - Bridges & Structures	Excellent
Franklin County	Ron Williams, PE, Hwy Admin/Engineer	(636) 583-6361	Bridge Design & Construction Inspection	Excellent
City of New Haven	Kathy Trentmann, City Administrator	573-287-2349	Roadway Design, Sidewalks, Construction Inspection	Excellent
City of St. Clair	John Lippert, City Administrator	636-629-0333	Roadway Design, Sidewalks, Construction Inspection	Excellent
City of Herculaneum	Jim Kasten, City Administrator	636-475-4447	Roadway Design, Sidewalks, Construction Inspection	Excellent
City of Crystal City	Jason Eisenbies, City Administrator	636-937-4614	Roadway Design, Sidewalks, Construction Inspection	Excellent
City of De Soto	Todd Melkus, City Manager	636-586-3326	Roadway Design, Sidewalks, Construction Inspection	Excellent
City of Desloge	Stephanie Daffron, City Admin	573-431-3700	Roadway Design, Sidewalks, Construction Inspection	Excellent
City of Hillsboro	Jesse Wallis, City Administrator	636-797-3334	Roadway Design, Sidewalks, Construction Inspection	Excellent

## PAST PROJECTS

### ROADWAY, STREET DESIGN & ENGINEERING PROJECT EXPERIENCE

Cochran has undertaken all stages of new and existing roadway improvement projects by utilizing our thorough knowledge of local design standards and methodologies. Cochran provides all civil engineering services needed, in-house, to develop transportation infrastructure improvements for any type of project and that includes evaluating transportation systems. Our one-stop-shop approach has helped hundreds of clients through planning to successful construction. In addition, our extensive knowledge of preventive pavement maintenance, rehabilitation techniques, complete reconstruction, pavement widening, safety enhancement, etc. allow us to provide services to accommodate road projects of any size.



#### City of Camden Echelon Paving on Old Route 5

City of Camden

In 2021, Cochran staff applied and secured a \$500,000 CDBG grant to rehabilitate Old Route 5 (length = 2.7 miles) in the City of Camden. Subsequently, our professional services included the surveying, engineering design, bidding documents, and construction inspection, testing and administrative services. The scope of the project included: full depth pavement repair; pavement milling (51,568 sy); subgrade repair; echelon style asphalt paving (7,352 tons) to eliminate future cold joints; and pavement striping. Capital Paving submitted a low bid in the amount of \$831,519 and served as the general contractor. Since this project was funded with Community Development Block Grant funds, all construction documents were required to meet standards for project delivery as outlined in the Missouri Department of Economic Development Guidelines. Completed Summer 2022. Reference: Jeffrey Hooker, City Administrator, (573) 346-3600

## PAST PROJECTS



### 2023 Asphalt Paving Project

#### Warren County

Cochran performed the planning, engineering design, bidding documents, construction inspection, and materials testing services for this County-funded pavement resurfacing project on Westwoods Road; and conversion/improvement from rock road to asphalt pavement on Carter Lane and Pickney Street. The project included: construction traffic control, pavement milling, partial depth pavement repair, pug mix base course (4,893 tons), echelon style asphalt paving (9,604 tons), and pavement striping. Mid River Asphalt submitted a low bid in the amount of \$1,073,181 and served as the general contractor. Completed Fall 2023. Cochran is currently working with Warren County on its 2024 Paving Program. Reference: Joe Gildehaus, Presiding Commissioner, (636) 456-3045.



### New Haven Downtown Improvements Phases 1 & 2, Federal Project No. - STP-9901(633) and STP-9901(645)

#### City of New Haven

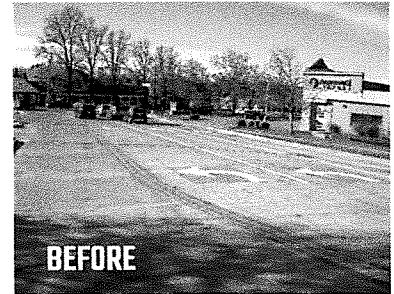
Cochran performed the surveying, engineering design, bidding documents, and construction inspection services for both of these federally funded STP road reconstruction projects in downtown New Haven. The project included, removal of improvements, subgrade repair, wayfinding signage, new asphalt pavement, asphalt driveways, decorative street lighting, street trees, concrete curb and gutter, storm sewer, concrete approaches and entrances, ADA ramps, sidewalks, irrigation, sodding, and pavement striping. K.J. Unnerstall submitted a low bid in the amount of \$1,462,599 and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Completed Summer 2023. Reference: Kathy Trentmann, City Administrator, 573-237-2349.



### Holloway Road Improvements – Federal Project No. STP-4939(608)

#### City of Ballwin

Cochran performed the surveying, engineering design, bidding documents, and construction inspection services for this federally funded STP road rehabilitation project on Holloway Road in the City of Ballwin. The project included: concrete curb and gutter replacement, milling, pavement repairs, full depth concrete pavement, asphalt paving, ADA ramps, concrete sidewalks, and pavement striping. Krupp Construction submitted a low bid in the amount of \$799,369 and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Completed in 2021. Reference: Jim Link, Public Works Director, (636) 227-9000.



### Union Expressway

#### Franklin County Commission & City of Union

In collaboration with Franklin County and the City of Union, Cochran has obtained a combined \$7.9 million dollars in STP and CMAQ federal grants for the first phase of the \$80 million dollar new Union Expressway project. This first phase of the project is estimated at \$10 million dollars and includes 1 mile of roadway, with the redesign of the intersection of Highway 50 and Highway 47, (a major intersection), a double roundabout and a 1000'-long new bridge over the Bourbeuse River. In this first phase, the Cochran team is providing funding assistance, traffic analysis, environmental studies, roadway, roundabout, bridge, and traffic signal design, storm water analysis and design, survey, construction management and testing and inspection.

This first phase of the project will alleviate the major congestion point between the Cities of St. Clair and Union. The entire project will include the widening of Highway 47 to four lanes from the City of St. Clair to the City of Washington.

## PAST PROJECTS



**Dielman Road Improvements - Federal Project No. STP-5627(603)**  
City of Olivette

Cochran performed the federal aid application, surveying, engineering design, bidding documents, and construction inspection services for this federally funded STP road rehabilitation project on Dielman Road in the City of Olivette. The project included: pavement widening, linear grading, milling, pavement repairs, asphalt paving, elimination of the road side ditches, storm sewer installation, ADA ramps, concrete sidewalks, concrete curb and gutter and pavement striping. Nine responsive contractors' submitted bids, R.V. Wagner submitted a low bid in the amount of \$620,710 and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Completed in 2020. Reference: Bruce McGregor, Public Works Director, (314) 993-0252.

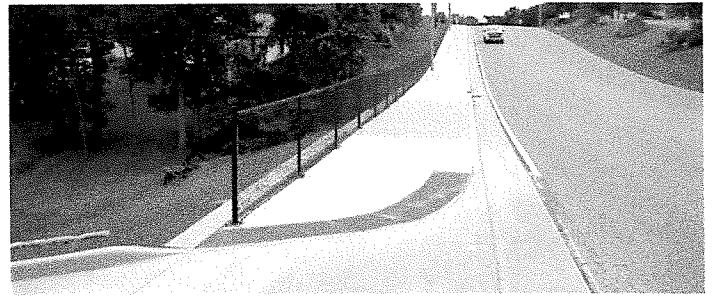


**Hwy 8 Improvements - Desloge Drive - Federal Project No. STP-9900(073)**  
City of Desloge

Cochran performed the surveying, engineering design, bidding documents, materials testing and construction inspection services for this local and federally funded STP road rehabilitation project on Hwy 8 in the City of Desloge. The project included: pavement widening, linear grading, milling, pavement repairs, decorative street lighting, asphalt paving, elimination of the road side ditches, rock excavation, storm sewer installation, ADA ramps, 6' wide concrete sidewalks, concrete curb and gutter and pavement striping. Eight responsive contractors' submitted bids, N. B. West Contracting submitted a low bid in the amount of \$4,220,187 and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Completed in 2019.

Reference: Stephanie Daffron, City Administrator, (573) 431-3700

[cochranena.com](http://cochranena.com)



**Collins Road Sidewalk Project - Federal Project No. STP-2600(608)**  
City of Festus

Cochran performed the application, surveying, engineering design, bidding documents, and construction inspection services for this federally funded STP new sidewalk project along the east side of Collins Drive in the City of Festus. The project included: road-side ditch elimination, HDPE storm sewers, concrete approaches, 8' wide ADA compliant concrete sidewalks, concrete curb and gutter, block retaining walls, traffic control, pedestrian fencing, and LED street lighting. Five responsive contractors' submitted bids, Jokerst Paving submitted a low bid in the amount of \$482,692.45 and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Completed in 2019. Reference: Greg Camp, City Administrator, 636-931-6899



**Second Street Improvements**  
City of Washington

Cochran is currently working with the City of Washington to provide engineering design on Second Street Improvements through downtown Washington, from Jefferson to Cedar Streets. The Scope of Work includes 1,200 LF of pavement milling, pavement repair, asphalt paving, concrete curb and gutter, concrete pavement, ADA compliant concrete sidewalks and ramps, brick pavers, storm sewer, traffic control and restoration. In addition to engineering design, Cochran's services have included survey and materials testing. This project is currently under construction with completion expected in Spring 2024. Reference: Darren Lamb, AICP, City Administrator, (636) 390-1001.



## PAST PROJECTS



### Industrial Drive Street Improvements

City of Osage Beach

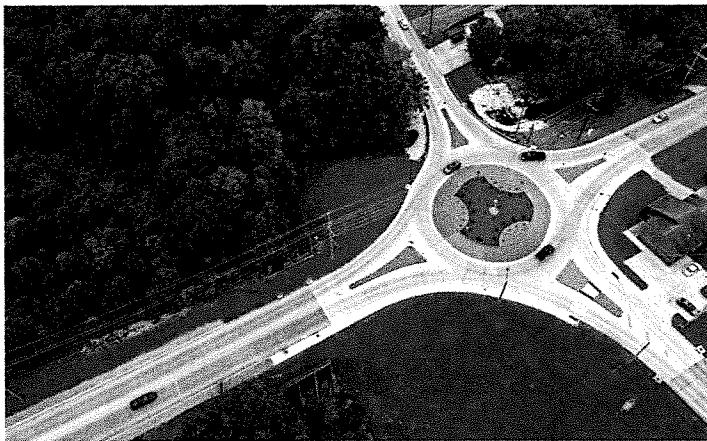
Cochran worked with the City of Osage Beach to provide survey, engineering design and construction inspection for street improvements to Industrial Drive. The project included approximately 1,800 feet of 24-foot-wide concrete pavement with curb and gutter and a concrete cul-de-sac, new storm sewers, lighting, utility relocation, grading, and new driveway approaches. Completed in 2023. Reference: Mike Welty, Assistant City Administrator, 573-302-2000



### Osage Beach Road Improvement

City of Osage Beach

Cochran is currently working with the City of Osage Beach to provide survey, engineering design, environmental review, and construction testing, inspection and administration on this 0.45-mile stretch of road. The project includes 1,250 SY of pavement widening, 4,500 LF of concrete curb and gutter, 1,913 LF of storm sewer, 1,000 tons of asphalt paving, 9,000 LF of pavement striping, linear grading, street lighting, driveway entrances, and traffic control. The engineer's estimate is \$1,442,392. This project has not gone out to bid yet. Reference: Mike Welty, Assistant City Administrator, 573-302-2000



### Roundabout Project at East Main St. & Shawnee Blvd.

City of Jackson

Cochran performed the surveying, engineering design, bidding documents, and construction engineering and inspection services for this new roundabout in the City of Jackson at the intersection of East Main Street and Shawnee Boulevard. The project included: storm sewer, sanitary sewer, water main, guard rail, temporary traffic control, removal of improvements, class A excavation, new 10" thick concrete pavement, concrete block retaining wall, signage, and pavement striping. Four responsive contractors' submitted bids, Lappe Cement Finishing submitted a low bid in the amount of \$738,999 and served as the general contractor. Completed Summer 2020. Reference: Anna Bergmark, PE, City Engineer, (573) 243-2300.

### 5-Year Preventative Pavement Maintenance Program (PPMP)

City of Osage Beach

Cochran completed the Preventative Pavement Maintenance Plan, (PPMP) for the City of Osage Beach in 2021. The goal of the PPMP is to create a plan that is pro-active with regard to pavement repairs, stopping potholes before they start, thereby reducing regular maintenance costs and stretching reconstruction dollars by extending the life of the pavement that has not yet deteriorated too severely. In addition, this plan will help the City set budgets and advise citizens of the ongoing plan for improvement in a justified way with no hopping around. Ultimately, the program will not only improve the streets of Osage Beach, but help make better use of City funds.

The plan includes a condition assessment of the City's existing roadways, improvement recommendations and prioritization of improvements. Improvement recommendations included crack filling, slurry seal, microsurfacing, Nova Chip, mill and overlay, and full-depth street reconstruction. Street groupings were created to better organize the plan. The City is currently in Year 3 of the five-year plan.

Reference: Mike Welty, Assistant City Administrator, 573-302-2000

## PAST PROJECTS

Bridge Project Location	Bridge Description	Construction Complete
Jackson - Mary Street	91' Prestressed Box Beams on walls on rock	2023
Union - East Central College	155' Pedestrian Bridge with Canopy	2023
Pacific - Denton Road	100' PPNUG on pile cap end b ents	2023
Franklin County - Hendricks Road	45' Steel Girders on walls on rock	2023
Audrain County - County Road 525	23'x8' Box Culvert	2023
Audrain County - County Road 709	2' Pressed Box Beams on pile cap end bent	2023
Warren County - Carter Lane	24'x8' Box Culvert	2023
Franklin County - Elmont Road	80' PPNUG on pile cap end bents	2023
Union - Denmark Road	123' PPNUG on pile cap end bents	2022
Franklin County - Ridge Road	91' PPNUG on pile cap end bents	2021
Indian Lake - Cove 9	44' Prestressed Slab Beams	2021
Sullivan Special Road District	68' PPNUG on pile cap end bents	2020
Iron County - Detmer Road	3-span CIP concrete slab on walls on rock	2020
Union - Christina Avenue	30' CIP slab on walls on footings on rock	2019
Union - Memorial Drive	40' PPVS on walls on footings on rock	2019
Franklin County - Bend Road	462' SPG on single column piers	2018
St. Charles County - Nahm Road	30' x 10' Box Culvert	2018
Wildwood - Bouquet Road	63' PPNUG on pile cap end bents	2018
Audrain County - County Rd. 695	123' PPNUG on pile cap end bents	2017
Audrain County - County Rd. 948	80' PPNUG on pile cap end bents	2017
Pike County - County Rd. 318	80' PPNUG on walls on footings on rock	2017
Webster Groves - Rock Hill Rd.	42; PPVS on walls on footings on rock	2017
Oak Grove - Springfield Road	42' PPVS on walls on footings on rock	2016
St. Louis - Forest Park Parkway	78' PPBB on pile cap end bents w/MSE walls	2015
Union - Denmark Road	37' PPVS on concrete encased pile bents	2015
Union - Judith Spring Road	38' PPVS on concrete encased pile bents	2015
Benton County - Raven Road	30' CIP slab on walls on footings on rock	2014
Jefferson County - Kramme Road	43' PPVS on walls on footings on rock	2014
University City - Chamberlain	40' PPVS on concrete encased pile bents	2014
Jefferson County - Lemay Ferry Road	33' PPVS on concrete encased pile bents	2012
Franklin County - Wild Plum Valley	75' PPNUG	2012
Audrain County - Road 098	110' PPNUG on pile cap end bents	2010

## PAST PROJECTS

### Hendricks Road Bridge Project - Federal Project No. STP-5490(616)

Franklin County Commission

Cochran performed the surveying, design, bidding documents, and construction inspection for this federal aid bridge replacement, on Hendricks Road in Lonedell, MO, over the tributary of the North Fork of the Meramec River. We received bids from three contractors, and the low bid was submitted by Pace Construction in the amount of \$549,202. The project included a 45'-long single span structure. The scope of the project included clearing and grubbing; removal of improvements; unclassified excavation; embankment in place; temporary stream crossing consisting of six 20' long @ 24" diameter pipe culverts with 8" concrete surfacing over the culvert pipes and side slopes; guard rail, asphalt pavement, removal of bridge, type 2 rock blanket, 21" prestressed concrete voided slab beams, reinforcing steel, construction signs, and restoration. Completed Fall 2023. Reference: Tim Brinker, Presiding Commissioner, 636-583-6358



### Elmont Road Bridge Project- Federal Project No. STP-6006(604)

Franklin County Commission

Cochran performed the surveying, design, and bidding documents for this federal aid bridge replacement, on Elmont Road in Franklin County. We received bids from 5 contractors, and the low bid was submitted by Don Schnieders Excavating in the amount of \$821,967. The project included a single span structure that utilizes the more efficient NU 35 girders. The scope of the project included clearing and grubbing, removal of improvements, excavation, embankment in place, asphalt pavement, removal of bridge, type 2 rock blanket, slab on concrete NU girders, open concrete barrier curb, prestressed concrete girders, reinforcing steel, construction signs, and restoration. Completed August 2023. Reference: Tim Brinker, Presiding Commissioner, 636-583-6358.



### Ridge Road Bridge Project- Federal Project No. STP-5490(614)

Franklin County Commission

Cochran performed the surveying, design, and bidding documents for this federal aid bridge replacement on Ridge Road in Sullivan, MO. We received bids from five contractors, and the low bid was submitted by Joe's Bridge and Grading, Inc. in the amount of \$659,886. The project included a single span structure that utilizes the more efficient NU 35 girders. The scope of the project included clearing and grubbing, removal of improvements, excavation, embankment in place, asphalt pavement, removal of bridge, type 2 rock blanket, slab on concrete NU girders, open concrete barrier curb, prestressed concrete girders, reinforcing steel, construction signs, and restoration. Completed Fall 2021. Reference: Tim Brinker, Presiding Commissioner, 636-583-6358.



### Bridge No. 32100081 Replacement on County Road 709

Audrain County Commission

Cochran performed the survey, design, bidding, construction administration and construction inspection for this bridge replacement on County Road 709. The project included removal of the bridge on CR 709 over West Fork Cuivre River and replacement with a 72.5' span prestressed box beam bridge on steel pile. The creek channel was shaped to conform to the bridge opening and provide smooth transitions to the existing channel. Construction of the roadway embankment, granular surfacing, traffic control also was included. Brenneke Construction submitted a low bid in the amount of \$449,201.80 and served as the general contractor. Completed Fall 2023. Reference: Alan Winders, Presiding Commissioner, (573) 473-5823.



### Bridge Replacement Over Branch of East Sulphur Creek, County Road 318 - BRD-8082(30)

Pike County Commission

Cochran performed the, surveying, bridge design, and bidding documents for this federal aid bridge replacement over Branch of East Sulphur Creek in Pike County. We received bids from four contractors, and the low bid was submitted by Bleigh Construction in the amount of \$353,396. Specifically, the scope of the project included, clearing and grubbing, removal of improvements, earthwork, excavation, embankment in place, removal of bridge, type 2 rock blanket, class 2 excavation in rock, slab on concrete NU 1100 girder, NU43 prestressed concrete NU Girders, reinforcing steel, open concrete barrier curb, construction signs, and restoration. Completed Summer 2017. Reference: Bill Allen, Presiding Commissioner, (573) 324-2412.



### Bend Road - Federal Project No. BRM-9900(638)

Franklin County

Cochran performed the survey, design, bidding, construction administration, daily inspection and materials testing services for this federal aid bridge realignment and replacement over the Meramec River. This project included the removal of the historic 422' long "one lane" Bend Road Bridge (Hwy N), originally built in 1916. The new bridge design consists of a 468' long, 3-span continuous steel plate girder structure. Seven Contractors bid on the project and the low bid was submitted by Lehman Contracting in the amount of \$4,289,738. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Cochran secured \$3,463,843 in BRM funding for this project. Completed in 2018. Reference: Tim Brinker, Presiding Commissioner, (636) 583-6358.



# STORMWATER

Over the course of 65 years, Cochran has been involved in all aspects of urban and rural stormwater and watershed projects, including feasibility and planning, permitting, public involvement, modeling, design, and construction/project management. In addition, we have provided drainage, box culvert and dam design, creek restoration, and site stormwater planning and design services for various municipal and private market clients. Nearly every project Cochran works on includes stormwater management.

Cochran can develop plans and drawings for upgrades or improvements for all components of the City's stormwater system, including curb inlets, drains, pipping, and stormwater retention basins and ponds including guidance regarding erosion control.

Our team of engineers have managed numerous stormwater watershed projects such as drainage modeling and design of stormwater infrastructure improvements associated with commercial, indus-

trial and residential developments, MoDOT and municipal roadway improvement projects as well as stand-alone stormwater capital improvement projects. Our design experience includes stormwater planning studies, existing infrastructure evaluation, storm sewer system design, bridge/culvert modeling (using HEC-RAS and XPSWMM), scour analysis, floodplain hydraulics, permit preparation, stormwater detention design, stormwater quality design utility conflict identification and resolution, erosion and sediment control design, and FEMA coordination for CLOMRs and LOMRs.

We specialize in stormwater management issues for municipalities, residents and developers. Cochran has extensive storm collection, detention, and treatment experience with over 300 sites across the 29 States we are licensed in, along with the completion of various stormwater studies.



**St. Louis Avenue Improvements — Phases 1, 2 and 3**  
City of Valley Park, MO

For years, this area of Valley Park has been prone to flooding due to lack of stormwater management, undersized pipes and flatness of the area. Cochran assisted the City in acquiring STP funding for St. Louis Avenue Phases 1, 2 and 3. A hydraulic study was completed to help alleviate the flooding of the streets and yards of residents. Pipe replacement in some areas increased from 12 inches up to 15-42 inches in diameter to increase capacity.

Cochran performed the surveying, engineering design, bidding documents, and construction engineering and inspection services. The project included: pavement widening, linear grading, milling, pavement repairs, asphalt paving, decorative street lighting, storm sewer installation, ADA ramps, concrete sidewalks, concrete curb and gutter and pavement striping. The project was in coordination with the Metropolitan Sewer District.

Phase 1, STP-9901(641) — Twelve responsive contractors' submitted bids, J.M. Marschuetz submitted a low bid in the amount of \$1,129,272. However, J.M. Marschuetz claimed bankruptcy in the beginning of the project and the bonding company hired Ranieri Construction to com-

plete the project and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Phase 1 was completed in Fall 2021.

Phase 2, STP-9901(648) — Six responsive contractors' submitted bids, Gershenson Construction submitted a low bid in the amount of \$1,438,075, and served as the general contractor. Since this project was federally funded, all construction documents were required to meet standards for project delivery as outlined in MoDOT's Local Public Agency (LPA) manual. Phase 2 was completed in 2022.

Phase 3, STP-9901(651) — Currently awaiting approval from BNSF Railway Co., Phase 3 will continue improvements to St. Louis Avenue (Third Street to Beckett Memorial), Beckett Memorial (St. Louis Avenue to Marshall Road) and Marshall Road (Beckett Memorial to Highway 141), consisting of an asphalt overlay of the existing roads, new sidewalks and curb ramps to improve accessibility, new curb and gutter, street lighting and stormwater management.

Reference: Gerald Martin, Public Works Director, (636) 225-5171



## PAST PROJECTS

### Multiple Projects

#### City of De Soto

For more than 15 years, Cochran has been serving as the City of De Soto's On-Call Engineer. Overall key services the Cochran Team has provided the City of De Soto for stormwater projects include: hydrology and hydraulic design of small and large diameter storm sewer, alternative analysis for improvement solutions, roadway design, streetscapes designs, BMP design coordination, utility coordination, sediment and erosion control permits, construction documents and bid phase services.

Previous projects include a 2,860-acre watershed study that was performed on a "City-Wide Basis". Built along the Joachim River with two primary watersheds meandering throughout the De Soto community, Cochran analyzed the watersheds including any back-water condition caused by Joachim Creek flooding. Existing facilities were evaluated along with streams and stream banks. Cochran produced a master plan of phased projects to be incorporated over the next several years. Cochran also worked with the Corp of Engineers to permit flow improvement and bank stabilization measures along all natural water ways. Other unique components of the study include extensive efforts to locate where stormwater was entering the existing sanitary sewer collection along tributaries to Joachim Creek. In addition, many ruptured and failed sewers and manholes were repaired. The reduction of stormwater inflow extended the City's Sanitary Sewer Treatment Facility by more than 10 years.

#### Valley Place Drainage Improvements - November 2023

Cochran recently completed a stormwater improvement project to improve drainage and reduce flooding at Valley Place between Main Street and Second Street, where a 1940s drainage system made out of old railroad tanker cars backed up during heavy rain. The 624-acre drainage area discharged across Valley Street into an 8-foot diameter pipe-like structure with a flow-line elevation the same as the road elevation. Large storm events led to flooding until the existing structure could drain the storm run-off into Joachim Creek.

Cochran performed hydraulic modeling of the area analyzing various storm events (100-year storm event, 50-year storm event, etc.). To alleviate flooding, approximately 280 feet of the 8'- diameter steel pipe storm sewer was replaced with an open channel matching the existing profile of the upstream creek. The improvements, which are capable of handling flows of up to 1,700 CFS, allow the water to open channel flow to the bridge at Main Street. Cochran obtained a Habitat Restoration, Enhancement, and Establishment Activates (NWP #27) permit through the Army Corps of Engineers.

The design also included sediment & erosion control design, utility relocation and roadway design. The perimeter of the bank has been restored with native vegetation.

Cochran provided survey, engineering design to include stormwater management and creek reconstruction, construction administration and construction inspection.



**MOULTON STREET - AFTER**

#### Moulton Street Storm Drainage Improvements - January 2023

The same flooding problems that were occurring on Kennett Street were also occurring on neighboring Moulton Street, so the City turned to Cochran to provide the solution. The scope of work was much the same as on Kennett street, collecting the surface stormwater with curb and gutter and storm inlets and eliminating ditches by installing new stormwater pipes to direct the flow underneath the road and into the existing creek. The project included a hydraulics/hydrology analysis, drainage structures and stormwater facilities design, and street replacement and repair. SWPPP protocols included a silt fence and straw wattles to collect erosion control runoff. Cochran completed the project in January 2023.



**KENNETT STREET - AFTER**

#### Kennett Street Drainage Improvements - October 2020

The City of De Soto was experiencing flooding issues on Stone Street and Flucom Road, downstream of Kennett Street. Cochran's solution was to collect the surface stormwater with curb and gutter and storm inlets and eliminate ditches by installing new stormwater pipes to direct the flow underneath Flucom Road and into the existing creek. The project included a hydraulics/hydrology analysis, drainage structures and stormwater facilities design, and street replacement and repair. SWPPP protocols included a silt fence and straw wattles to collect erosion control runoff. Cochran completed the project in October 2020.

Reference: Todd Melkus, City Manager, 636-586-3326



# SURVEYING

We specialize in all facets of land surveying and data collection. Our land surveying department is an integral component of our firm. This department functions as both an autonomous group and as a support service to our engineering services. Our in-house land surveying equipment and technology provide quick and accurate data for cost-effective and successful projects.

The value of accurate and comprehensive land surveys cannot be

## Mapping, CAD and GIS Capabilities

**CAD.** Cochran offers state-of-the-art design and production facilities including the latest AutoCAD systems and surveying equipment, as well as a complete materials and resource library.

We maintain six offices in Missouri that are connected to our Intranet, utilizing broadband communications that allows the efficient sharing of files and information. We use the latest software for Computer Aided Design and Drafting (CAD), Geographic Information Systems (GIS) as well as other engineering applications, combined with advanced hardware systems allowing us to generate presentation quality output in a variety of formats. In each office, we have a color ink-jet large format plotter, a large format digital black and white printer, and a large format scanner. These pieces of equipment allow us the capability to copy, scan or print any plan sheet size.

### High Ridge Blvd. Shared Use Path | Jefferson County, MO

Cochran prepared a topographic survey (including right-of-way/property line resolution) for the 4,500 LF High Ridge Boulevard Shared Use Path Federal Project Number TAP-5445(601), Jefferson County, MO project. Cochran also prepared easement documents (legal descriptions and graphical exhibits) for the easement takings for 18 tracts. Jefferson County desired to run a 10 foot wide shared use path (7' mixed use path and 3' stamped brick) from Crossroads Place to Park Road along the south and east side of High Ridge Boulevard (and a 5-foot side sidewalk along the west side of Community Lane). Cochran's geospatial (survey) department was a key component of this engineering project since it contained many survey related needs and easement takings. Cochran worked hand-in-hand with Jefferson County Right-of-Way agent personnel on various easement document revisions based on easement negotiations in order to finalize this highly successful project.

### Roadway Corridor Projects | Jefferson County, MO

Cochran provided topographic survey, including right-of-way staking/resolution, on the following roadway corridor projects in Jefferson County: City of Crystal City (13 projects), City of DeSoto (12 projects), City of Festus (11 projects), City of Herculaneum (8 projects), City of Hillsboro (8 projects), City of Pevely (4 projects).

### Old Lemay Ferry Road Bridge | Jefferson County, MO

Cochran provided right-of-way staking/resolution for an engineering

overestimated. Numerous public agencies, utilities, land developers, engineers, architects, and others make constant use of our state-of-the-art professional land surveying services.

All field data, drawings, notes, etc. are certified by a Professional Land Surveyor, registered and licensed in the State of Missouri. Drawings are AutoCAD 2019 compatible, and all data collection points are recorded in an ASCII format.

**GEOGRAPHIC INFORMATION SYSTEMS (GIS)** is a computerized database of geographically referenced data that can be displayed on a map. This technology has many applications that include utility management and assessment, economic development, and site selection.

**AUTOCAD MAP 3D SOFTWARE FOR GIS APPLICATIONS.** We have conducted extensive research and found that it is a great tool for integrating CAD, civil engineering, and GIS. Its strength lies in the open and flexible environment that enables you to work with virtually all data, regardless of format.

**AUTOCAD MAP 3D SOFTWARE** is intended for GIS managers, GIS specialists, mapping technicians, planners, and facilities/infrastructure designers and managers. It's intended for anyone who creates, maintains, and produces maps; designs infrastructure, uses CAD and GIS data for analysis and planning; or integrates data in varying types and file formats.

design bridge project on Old Lemay Ferry Road for Jefferson County (including topographic survey). Jefferson County hired Cochran to design a replacement for the existing bridge structure number 19700272 on Old Lemay Ferry Road over a tributary of Glaize Creek just north of Klable Road (new bridge structure 35 feet single span, 24 foot wide roadway with 8 foot shoulders). In addition to right-of-way staking/resolution Cochran also prepared right-of-way/easement documents and provided to Jefferson County for negotiations.

### Feezor Road Property Boundary Survey | St. Francois County

Cochran provided staked right-of-way and proposed easements for right-of-way negotiations with residents and Ameren relocations.

### Kramme Road Bridge | Jefferson County, MO

Cochran provided topographic survey and right-of-way staking for bridge design for Jefferson County.

### Property Boundary Surveys | Jefferson County, MO

Cochran has performed numerous property boundary surveys in unincorporated Jefferson County, MO throughout the past 25 years. Those survey range from small lot surveys to large tracts of ground (in excess of 150 acres). The cost of these surveys has ranged from a few hundred dollars to tens of thousands of dollars. Several of these large tracts of ground were also subdivided by Cochran as the property owners developed these parcels (both residential and commercial subdivisions).

## PROXIMITY

The professional engineering and design services needed to assist the Camden County Road & Bridge Department will be facilitated through our office in Osage Beach with support from our St. Louis office. The Osage Beach office is located 15 minutes and 9 miles away from Camden County. In addition, Cochran has four additional offices in Union, Wentzville, Ozark and Farmington with personnel who can assist with projects in order to ensure all projects are completed on-time and on-budget. Overall, we have 90+ professionals ready to solve any needs that may arise.

## FAMILIARITY

Our familiarity with the Lake Ozark region and the local construction community will allow us to tailor your projects to fit within the County's budget and schedule and obtain the best design at the best prices. As we own and maintain an office in Osage Beach, we are dedicated the region and its growth. We have had the pleasure of working with Camden County on various roadway projects, providing land surveying services and construction testing & inspection. We look forward to the opportunity of expanding our project scope with the County.

## REFERENCES

Cochran's goal is to help our clients succeed; it is what we are passionate about, and what we do best. Client customer service is at the top of the list during all phases of a project. We find our greatest satisfaction making our clients successful. We exist because of our clients and their trust in our team of professionals. Our focus is to provide respectful collaboration and innovative solutions to your needs. This passion drives the Cochran team in everything we do and has made Cochran one of Missouri's top consulting firms for delivering complete constructible projects, and satisfied clients and stakeholders return to Cochran for their next projects.

Our work can only be as successful as our people behind each client interaction, plan and project. Building our team with thoughtful, talented and experienced team members has proven to be the success behind our great list of satisfied clients, who will agree we go above and beyond in meeting your expectations.

### 1. Franklin County

Tim Brinker, Presiding Commissioner, (636) 583-6358

### 2. Warren County

Joe Gildehaus, Presiding Commissioner, (636) 456-3045

### 3. City of Camdenton

Jeffrey Hooker, City Administrator, (573) 346-3600

### 4. City of Osage Beach

Mike Welty, Assistant City Administrator, 573-302-2000

### 5. City of De Soto

Todd Melkus, City Manager, 636-586-3326

### 6. City of Festus

Greg Camp, City Administrator, (636) 937-4694, ext. 307



### COMPANY REFERENCE FORM

Firm's Name: COCHRAN ENGINEERING  
 Local Agency Name: CITY OF HERCULESBUM  
 Local Agency Phone Number: (636) 475-4447  
 Name & Title of Rater: Jim Kasten CITY ADMINISTRATOR

General Project Description/Type:

JOACHIM AVENUE & Brown-Station Streets

Work Category:

- Roadway Design
- Trails & Sidewalks
- Construction Inspection
- Traffic Engineering & TEAP
- Structures

Timeliness:

- Below Average
- Average
- Above Average
- Excellent

Work Quality:

- Below Average
- Average
- Above Average
- Excellent

Overall Rating:

- Below Average
- Average
- Above Average
- Excellent

General Remarks/Comments:

GREAT TO WORK WITH!



### COMPANY REFERENCE FORM

Firm's Name: Cochran  
 Local Agency Name: City of Pacific  
 Local Agency Phone Number: 636-271-0500  
 Name & Title of Rater: Daniel Rahn, City Engineer

General Project Description/Type:

Cochran has designed several projects in Pacific relating to roadway design. Several projects have included widening, lane adjustments, curb and gutter and street lighting.

Work Category:

- Roadway Design
- Trails & Sidewalks
- Construction Inspection
- Traffic Engineering & TEAP
- Structures

Timeliness:

- Below Average
- Average
- Above Average
- Excellent

Work Quality:

- Below Average
- Average
- Above Average
- Excellent

Overall Rating:

- Below Average
- Average
- Above Average
- Excellent

General Remarks/Comments:

Cochran has designed several projects for the City of Pacific, all of which present unusual design problems. On every occasion Cochran has displayed their ability to solve these unique problems creatively while always staying within the project budget. Many federally funded projects can take 18 months to two years from concept to design and being able to put a construction budget together that far out can be very challenging. Cochran has been able to meet this challenge particularly well for Pacific.



### COMPANY REFERENCE FORM

Firm's Name: Cochran  
 Local Agency Name: City of HULLSBORO  
 Local Agency Phone Number: 636-797-3334 Ext. 3  
 Name & Title of Rater: Gary Marmachuk, City Administrator

General Project Description/Type:

Street improvements to include new concrete sidewalks, street lighting, new storm sewer, pavement milling and asphalt overlay

Work Category:

- Roadway Design
- Trails & Sidewalks
- Construction Inspection
- Traffic Engineering & TEAP
- Structures

Timeliness:

- Below Average
- Average
- Above Average
- Excellent

Work Quality:

- Below Average
- Average
- Above Average
- Excellent

Overall Rating:

- Below Average
- Average
- Above Average
- Excellent

General Remarks/Comments:

Anticipated and resolved conflicts. Communicated effectively. Creative solutions.

Tires

(2 Bids Received)

#

Tire size	Original Tread	Quoted Tread pattern	Price	Mounting fee onsite	TOTAL
315/80R22.5	MICHELIN XZY3	GOODYEAR G289	493.83	60	553.83
340/85R24	BKT AGRIMAX RT855	BKT AGRIMAX RT85	550	106	658
21L-24	INDUSTRIAL PLUS R-4	TITAN IND R-4 TL	1000.03	155	1155.03
18.4-34	N/A	MAX DURA AGSTAR	615.53	122	737.53
12R22.5	MICHELIN XZY3	GOODYEAR ARMOR MAX	666.02	60	762.02
11R22.5	MICHELIN XDY3	GOODYEAR G622	484.63	60	544.63
11R22.5	MICHELIN XDN2	GOOYEAR MARATHON RTD	458.58	60	518.58
14.00-24	N/A	BKT GRADER TL	665.99	100	765.99
19.5R24	N/A	MAX DURA AGSTAR	460	127.5	587.5
17.5R25	MICHELIN XT1A	TITAN MXC L3	1500	117.5	1617.5
12.5/80R18	N/A	BKT	400	60	460
8.75-16.5	N/A	POWER KING	142.9	50	192.9
9.5R16.5	FIRESTONE TRANSFORCE H/T	FIRESTONE TRANSFORCE H/T	250.98	50	300.98
215/75R17.5	GOODYEAR G114	GOODYEAR G114	266.77	50	316.77
225/70R19.5	MICHELIN XDS2	GOODYEAR G622	213.32	35	258.32
245/70R19.5	MICHELIN XDS2	GOODYEAR G622	287.04	55	342.54
P225/60R18	GOODYEAR EAGLE RS-A	GOODYEAR EAGLE ALL SEASON	131.24	50	181.24
LT245/75R17	MICHELIN LTX M/S 10PLY	GOODYEAR WORKHORSE H/T	172.97	50	222.97
P265/60R17	GOODYEAR EAGLE RS-A	GOODYEAR EAGLE ENFORCER	138.81	50	188.81
LT265/70R17	GOODYEAR WRANGLER 10 PLY	GOODYEAR WRANGLER	169.87	50	219.87
LT265/75R16	MICHELIN LTX M/S 10PLY	GOODYEAR WRANGLER W/H H/	155.06	50	205.06
LT235/75R15	MICHELIN LTX M/S2	COOPER DISCOVERER AT3	186.32	50	236.32
LT225/75R16	MICHELIN LTX M/S2	GOODYEAR WRANGLER W/H H/	137.56	50	187.56
235/75R15	MICHELIN LTX M/S2	GOODYEAR WRANGLER DURATR	167.9	50	217.9
	THERE WILL BE A \$15.00 DELIVERY CHARGE PER DELIVERY				
	CAR AND LIGHT TRUCK DISPOSAL \$3.00/TIRE				
	MEDIUM TRUCK \$15.00/PER TIRE DISPOSAL FEE				
	TRACTOR, LOADER AND GRADER \$20.00/TIRE DISPOSAL FEE		9875.16	1690	11601.2

SIZE	ORIGINAL	BIDDED	W/CASING	W/O CASING	MOUNT ON SITE
12R22.5	MICHELIN XDY	MICHELIN XDY 232	453.1	385	60
11R22.5	MICHELIN XDY	MICHELIN XDY240	373.29	303.29	60
14.00-24	OFF ROAD	MICHELIN XGLS	997.81	912	100
17.5-25	OFF ROAD	XHA SEGMENTED MOLD	1281.44	1201.44	117.5
12R22.5	MICHELIN XDY	BANDAG BDR-HG	365	315	60
11R22.5	MICHELIN XDY	BANDAG BDR-HG	356	306	60
14.00-24	OFF ROAD	GLX TREAD	986.5	886.5	100
17.5-25	OFF ROAD	OFF ROAD	1300	1120	117.5

TIRES (NEW & RECAPS) AND TIRE TUBES

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Company: T&W TIRE

Print Name: DON WILSON

Title: Mgr.

Address: 1210 SEDALIA RD Phone: 660-806-4975

City/State/Zip: SEDALIA, MO. 65301 Fax: 660-806-0555

Email: dwilson@tandwtire.com

Signature: Don Wilson Date: 3/15/24

Bidder shall supply a price list catalog with all supplier discounts on tires and tube sizes available. The most commonly used sizes include, but are not limited to the following:

TIRES:

- 
- 315/80R22.5 Michelin XZY3
- 340/85R24 Agrimax RT855
- 21L-24 Industrial Plus R-4
- 18/4R34
- 12R22.5 Michelin XZY3
- 11R22.5 Michelin XDY3
- 11R22.5 Michelin XDN2
- 14.00R24 Michelin XGLA2
- 19.5R24
- 17.5R25 Michelin X SnowPlus M&S
- 17.5R25 Michelin XTLA
- 12.5/80R18
- 8-75R16.5
- 9.5R16.5LT Firestone Transforce HT
- 215/75R17.5 Goodyear G114
- 225/70R19.5 Michelin XDS2 10 Ply
- 245/70R19.5 Michelin XDS2 10 Ply
- P225/60R18 Goodyear Eagle RS-A
- LT245/75R17 Michelin LTX M/S2 10 Ply
- P265/60R17 Goodyear Eagle RS-A
- LT265/70R17 Goodyear Wrangler 10 Ply
- LT265/75R16 Michelin LTX M/S2 10 Ply
- LT235/75R16 Michelin LTX M/S2 10 Ply
- LT225/75R16 Michelin LTX M/S2 10 Ply
- LT235/75R15 Michelin LTX M/S2 10 Ply

## BID PROPOSAL 240128-M

### RECAPS:

- 
- 12R22.5 Michelin XDY or Equivalent
- 11R22.5 Michelin XDY or Equivalent
- 14.00R24 Off Road—Bead to Bead
- 17.5R25 Off Road

All makes and models are listed to demonstrate tread patterns and base specifications. Bidders may submit any products that are considered an equivalent.



T & W TIRE - SEDALIA  
1210 SEDALIA RD  
  
SEDALIA, MO 65301  
  
660/826-4975

ESTIMATE #: 85573

REMIT TO:  
T & W TIRE  
P.O. BOX 258859  
OKC, OK 73125-8859

PAGE: 1

CUSTOMER: CAMDEN COUNTY  
  
ROAD & BRIDGE  
6500087 #1 COURT CIRCLE  
CAMDENTON, MO 65020

SHIP TO: TIRE BID 2024

BUSINESS: 573/346-4471 0  
SALESMAN: 10899  
ESTIMATE DATE: 03/26/24

DUE: 04/10/24

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
315/80R225(L) HANKOOK AM09+ HA3002789		1	488.13		488.13
315/80R225(L) XZUS 2 M77510		1	732.83		732.83
315/80R22.5 ROAD X AP868 OPMT		1	395.00		395.00
340/85R24 BKT RT855 OPFRM		1	500.00		500.00
21L24 DEESTONE 12PR. OPFRM		1	600.00		600.00
18.4R34 PETLAS OPFRM		1	755.00		755.00
12R22.5 TOYO M320Z HD CUT-RESIST OPMT		1	530.00		530.00
11R225(H) X WORKS D M10423		1	569.03		569.03
11R22.5 HER HD H-MX 16PR. CUT-RE OPMT		1	380.00		380.00
11R225(H) XDN2 DRIVE M64321		1	526.67		526.67
11R22.5 HER H-DM 16PR. HD CUT-RE OPMT		1	360.00		360.00
1400R24 XGL A2 TL TG * M15924		1	1565.85		1565.85
14.00R24 HER H-DR OPOTR		1	870.00		870.00
500/70R24 XMCL 164A8/B R4 M89582		1	1338.82		1338.82
19.5R24 GDY IT530 OPOTR		1	1050.00		1050.00
19.5R24 F/S DURAFORCE OPOTR		1	800.00		800.00
175R25 X SNOPLUS M+S L2T TL M99466		1	2193.65		2193.65
17.5R25 TITAN MXL OPOTR		1	1300.00		1300.00





T & W TIRE - SEDALIA

ESTIMATE #: 85573

PAGE: 2

CUSTOMER: CAMDEN COUNTY

SHIP TO: TIRE BID 2024

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
175R25 XTLA* G2,L2 M04118		1	1849.09		1849.09
17.5R25 GALAXYLD300 OPOTR		1	915.00		915.00
340/80R18 XMCL 143A8/B CL R4 M24643		1	746.06		746.06
12.5/80R18 F/S DURAFORCE OPOTR		1	525.00		525.00
8.75R16.5 F/S TRANS HT OPLT		1	225.00		225.00
9.50R16.5 F/S TRANS HT OPLT		1	230.00		230.00
215/75R175 (H) HANKOOK TH31 HA3003744		1	245.46		245.46
215/75R17.5 IRONMAN I19A OPMT		1	140.00		140.00
225/70R195 (G) XDS2 3PMSF M24975		1	380.56		380.56
225/70R195 IRONMAN I-208 OPMT		1	175.00		175.00
245/70R195 (H) XDS2 3PMSF M23134		1	389.84		389.84
245/70R19.5 HER H-DO OPMT		1	250.00		250.00
LT245/75R17 DEFENDER LTX M/S2 M38846		1	192.42		192.42
LT265/70R17 123/120S MICH DEFLT M45468		1	248.82		248.82
LT265/75R16 123R DEFENDERLTXORWL M56522		1	216.40		216.40
LT225/75R16 AGILIS CC 115/112R M72022		1	180.96		180.96
LT235/75R15 (C) DYNAPRO RF11 OWL HA2020844		1	141.40		141.40
11R225 (H) X WORKS D M10423		1	569.03		569.03
11R22.5 HER H-MX OPMT		1	380.00		380.00
1400R-24 CAP TAG CG3 CCB057339		1	775.00		775.00
17.5R25 BEAD-TO-BEAD RETREAD CL3 OPOTR		1	940.00		940.00
MO STATE TIRE FEE 282			17.50		17.50

**BID PROPOSAL 240128-M**

EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE <i>Don Wilson</i>
COMPANY NAME <i>T&amp;W TIRE</i>

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION
	<i>W. KINGSPIR, THAI, V, CANADA, VIETNAM, ETC.</i>	

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE <i>Don Wilson</i>
COMPANY NAME <i>T&amp;W TIRE</i>

*MANY TIRES MAKE OVER SEAS.*

**BID PROPOSAL 240128-M**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

Trucking  
Services

(4 Bids Received)

#1

County of **CAMDEN** State of Missouri

1 Court Circle NW, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

**--INVITATION TO BID--**

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Trucking Services for Hauling Various Materials" as per the specifications included in the bid packet. To obtain bid packets and additional information, please contact the Camden County Road and Bridge Department at 573-346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS BID 240521-A"

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

**BID PROPOSAL #240521**

**BID FORM**

To: Camden County Commission  
Camden County, Missouri

Ladies & Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Information for Bidders, Contract Forms, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of Work appurtenant thereto; (c) the nature and extent of the hauling to be performed, and the type, character and general condition of the materials to be hauled; (d) the necessary handling materials; (e) all existing and local conditions relative to construction difficulties and hazards, transportation, hauling, and trucking facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

<b>CONTRACT BID SCHEDULE</b>				
<b>TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS</b>				
Item Unit	Material Hauled	Truck Capacity (Tons)	Unit Price	Unit
1A	BP-1 or BP-2 Asphalt Pavement	15	\$ 110.00	Per Hour
1B	BP-1 or BP-2 Asphalt Pavement	15	\$ 110.00	Per Hour
1C	BP-1 or BP-2 Asphalt Pavement	15	\$ 110.00	Per Hour
1D	BP-1 or BP-2 Asphalt Pavement	15	\$ 110.00	Per Hour
1E	BP-1 or BP-2 Asphalt Pavement			Per Hour

**BID PROPOSAL #240521**

Item Unit	Material Hauled	Truck Capacity (Tons)	Unit Price	Unit
2A	1-inch Limestone Base Rock	15	\$ 110.00	Per Hour
2B	1-inch Limestone Base Rock	15	\$ 110.00	Per Hour
2C	1-inch Limestone Base Rock	15	\$ 110.00	Per Hour
2D	1-inch Limestone Base Rock	15	\$ 110.00	Per Hour
1E	1-inch Limestone Base Rock			Per Hour

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted, the Contractor shall pay unto the County, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

The County shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary certificates of insurance within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the County's acceptance of this Bid, and to complete said Work daily assigned work.

Dated at 11:00 am this 25 day of March, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Garrett Gibson Owner  
Signature and Title

Garrett Gibson Owner  
Typed or Printed Name

Doing Business As

Willow Ridge Tree Edge LLC  
Name of Firm

Business Address of Bidder:

825 Willow Creek Rd  
Camden MD 21613

Telephone No. 573-378-9098



**BID PROPOSAL #240521**



**IF A PARTNERSHIP:**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Member of Firm (Signature)

\_\_\_\_\_  
Member of Firm (Typed or Printed)

Business Address of Bidder:

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

Telephone No. \_\_\_\_\_



**IF A CORPORATION:**

\_\_\_\_\_  
Name of Corporation

By

\_\_\_\_\_  
Signature & Title

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

ATTEST:

\_\_\_\_\_  
Secretary or Assistant Secretary Signature (CORPORATE SEAL)

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

Business Address of Bidder:

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

Telephone No. \_\_\_\_\_

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

\_\_\_\_\_

Name and Address of its:

President \_\_\_\_\_

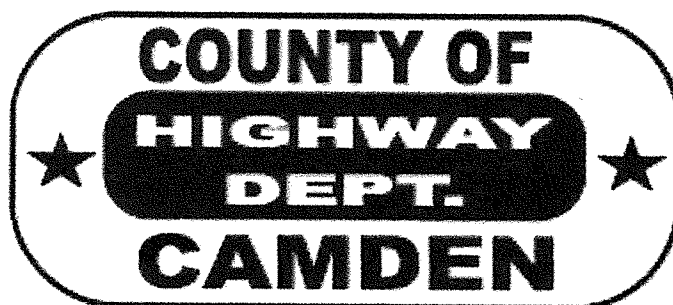
\_\_\_\_\_

Secretary \_\_\_\_\_

\_\_\_\_\_

#2

**BID PROPOSAL # 230521**  
**TRUCKING SERVICES**  
**FOR HAULING VARIOUS MATERIALS**



CAMDEN COUNTY ROAD & BRIDGE DEPARTMENT  
1 COURT CIRCLE NW, SUITE #1  
CAMDENTON, MO 65020

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County of **CAMDEN** State of Missouri

1 Court Circle NW, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Trucking Services for Hauling Various Materials" as per the specifications included in the bid packet. To obtain bid packets and additional information, please contact the Camden County Road and Bridge Department at 573-346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS BID 240521-A"

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

**BID FORM**

To: Camden County Commission  
Camden County, Missouri

Ladies & Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Information for Bidders, Contract Forms, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of Work appurtenant thereto; (c) the nature and extent of the hauling to be performed, and the type, character and general condition of the materials to be hauled; (d) the necessary handling materials; (e) all existing and local conditions relative to construction difficulties and hazards, transportation, hauling, and trucking facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 230521 Dated 3/26/24  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

CONTRACT BID SCHEDULE				
TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS				
Item Unit	Material Hauled	Truck Capacity (Tons)	Unit Price	Unit
1A	BP-1 or BP-2 Asphalt Pavement	18	\$100 <sup>00</sup>	Per Hour
1B	BP-1 or BP-2 Asphalt Pavement	18	\$100 <sup>00</sup>	Per Hour
1C	BP-1 or BP-2 Asphalt Pavement	18	\$100 <sup>00</sup>	Per Hour
1D	BP-1 or BP-2 Asphalt Pavement	5 18	\$100 <sup>00</sup>	Per Hour
1E	BP-1 or BP-2 Asphalt Pavement	18	\$100 <sup>00</sup>	Per Hour

2A	1-inch Limestone Base Rock	18	\$100 <sup>00</sup> per hour
2B	1-inch Limestone Base Rock	18	\$100 <sup>00</sup> Per Hour
2C	1-inch Limestone Base Rock	18	\$100 <sup>00</sup> Per Hour
2D	1-inch Limestone Base Rock	18	\$100 <sup>00</sup> Per Hour
1E	1-inch Limestone Base Rock	18	\$100 <sup>00</sup> Per Hour

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted, the Contractor shall pay unto the County, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

The County shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary certificates of insurance within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the County's acceptance of this Bid, and to complete said Work daily assigned work.

Dated at Urbana, Mo this 12 day of March, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

Charity E. Carter, owner  
Signature and Title

Charity E. Carter  
Typed or Printed Name

Doing Business As R.D Carter Trucking  
Name of Firm

Business Address of Bidder: 305 S. Dallas  
Urbana, Mo. 65767

Telephone No. 6417-993-4624

IF A PARTNERSHIP:



\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Member of Firm (Signature)

\_\_\_\_\_  
Member of Firm (Typed or Printed)

Business Address of Bidder: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

**IF A CORPORATION:** \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

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

ATTEST: \_\_\_\_\_ (CORPORATE  
SEAL)

Secretary or Assistant Secretary Signature

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

Business Address of Bidder: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
If Bidder is a Corporation, supply the following information:

State in which Incorporated: \_\_\_\_\_

\_\_\_\_\_  
Name and Address of its: President \_\_\_\_\_

\_\_\_\_\_  
Secretary \_\_\_\_\_

\_\_\_\_\_  
**SCOPE OF WORK**

During peak production times, Camden County Road Operations may request trucking services to supplement existing resources to meet program needs. The Contractor selected will haul rock or asphalt materials from various suppliers to project sites on its 2000 lane-mile road system.

Drivers shall deliver materials to jobsites and shall not assist in loading or unloading, or engage in any other work at the site.

All work shall be performed under a single contract.

## TERMS AND CONDITIONS

- RECEIPT AND OPENING OF BIDS:

- The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as **"Bid for Proposal #240521 Trucking Services for Various Materials."**
- The County may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities, and to adjust quantities, or reject any or all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. All bids will be considered final.
- No additions, deletions, corrections or adjustments will be accepted after the time of bid opening. Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.

- PREPARATION OF BID:

- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

- SUBCONTRACTS:

- The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County. Subcontractors must be submitted to the County at least 14 calendar days prior to their involvement in the work of this contract.

- TELEPHONIC MODIFICATION:

- Any bidder may modify his bid by telephonic communications at any time prior to the scheduled closing time for receipt of bids, provided such telephonic communication is received by the County prior to the closing time, and provided further, the County

is satisfied that written confirmation of the telephonic modification over the signature of the bidder was mailed prior to the closing time. The telephonic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices of terms will not be known by the County until the sealed bid is opened. If written confirmation is not received within 24 hours from the closing time, no consideration will be given to the telephonic modification.

- EXECUTION OF CONTRACT:

- The bidder(s) to whom the contract has been awarded shall sign four copies of the contract and return them to the County within ten (10) days after receipt of the contract. Failure to execute the contract and return it to the County within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the County.

- QUALIFICATIONS OF BIDDER:

- The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- TIME OF COMPLETION:
  - Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the County.
  
- CONDITIONS OF WORK:
  - Each bidder must inform himself fully of the conditions relating to the work, use of equipment and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
  - Equipment shall be in good operating condition. Equipment that cannot perform the work to the satisfaction of the project manager shall be replaced. Mobilization and down time to replace underperforming equipment and/or operator shall be at the expense of the contractor and will not be reimbursed by the owner. Hourly equipment rates will be applicable to only equipment that is being operated.
  
- ADDENDA AND INTERPRETATIONS:
  - No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
  - Every request for such interpretation should be in writing, addressed to the Road & Bridge Administrator, 1 Court Circle NW, Suite 1 Camden, Missouri, 65020 or [patrick\\_wolf@camdenmo.org](mailto:patrick_wolf@camdenmo.org) and to be given consideration must be received at least one (1) week prior to the date fixed for the opening of bids. Any and all such interpretations to the specifications which, if issued, will be sent by mail, fax, email or hand delivered, not later than (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
  
- REFERENCES
  - Successful bidder may be required to provide references that demonstrated the ability to serve Camden County as listed. These references would be requested prior to award. Failure to provide references when requested or references not demonstrating the ability to service the needs of Camden County may result in your bid being deemed non-responsible.
  
- POWER OF ATTORNEY:
  - Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

- LAWS AND REGULATIONS:

- The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- The Contractor must comply with Missouri Department of Transportation load limits and regulations.
  - Violation of load limits and regulations will result in immediate termination of the contract or removal of the responsible employee from the jobsite.
  - Traffic violations while hauling materials for Camden County such as speeding, careless and imprudent driving, driving under the influence, driving while intoxicated/impaired, leaving the scene of an accident, failure to stop/yield, etc. will result in immediate termination of the contract or removal of the responsible employee from the jobsite.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- All waste materials shall be disposed of at approved contractor selected sites out of the work area. No separate payments will be made for disposal of excess or waste materials.

- METHOD OF AWARD-LOWEST QUALIFIED BIDDER:

- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- The contract will be awarded to all qualified bidders. The County plans to have no more than fifteen (15) trucks contracted per day. Bidders shall be assigned trucking services on a daily basis and chosen at the discretion of the Road & Bridge Department after work is awarded and contracts are executed.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources.

- OBLIGATION OF BIDDER:

- At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure of omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

- TAXES:

- Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. All materials are to be purchased using County accounts, so tax exemption certificates should not be necessary. In the event that the Contractor one is necessary, the County shall supply the Contractor with a Missouri Project Exemption Certificate. The certificate authorizes the Contractor and any subcontractors to purchase, without sales tax, tangible personal property to be incorporated or consumed in the construction of the project pursuant to Section 144.062 RSMo.

- RIGHT-OF-WAYS:

- The County will provide all right-of-ways upon which work is to be done.

- INSURANCE:

- The successful bidder must provide properly executed certificates of insurance prior to the signing of the contract with the County.
- The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the County with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the County from damage or injury claims. The County shall have the right to require contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the Road & Bridge Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the Road & Bridge Administrator may determine to be adequate, and without thereby limits the liability of the contractor in protecting the County from damage or injury claims.
- As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the County naming the County as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.
- The contractor shall comply fully with the requirements of the workers' compensation



act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

- The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.
- The minimum acceptable coverage is tabulated below:

<u>Commercial General Liability Insurance</u>	
Bodily Injury and Property Damage Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

<u>Commercial Automobile Liability Insurance</u>	
Bodily Injury and Property Damage Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- Certificates of insurance sent to the county as evidence of insurance shall contain the following statement, and in their absence the certificates will not be satisfactory to the County.
  - The insurance evidenced by this certificate to the County as evidence of insurance cancelled or altered except after ten (10) days from receipt by the County of written notice thereof.

- PREVAILING HOURLY WAGE RATES

- According to RSMo 290.230 Section 4, this work is inapplicable of prevailing wage. The work of this contract is to deliver materials from suppliers selected by the County to project sites.
- Truck drivers are to perform repairs and maintenance to their equipment outside of the jobsite.
- Truck drivers are not allowed to perform any work on jobsites that does not relate to material delivery (e.g. shoveling, flagging traffic, etc.).

- CUSTOMER SERVICE

- Camden County considers the contractor and its employees to be representatives of the county in eyes of the general public. As such, contractor's personnel must present themselves to the public in a courteous, respectful manner in all appearances, actions, and dealings with members of the general public. Members of the general public are considered to be citizens and visitors of Camden County.
- Contractor's personnel shall be courteous and respectful to citizens and others at all

times. The use of foul or abusive language or gestures will result in the immediate removal of the employee from the project.

- Contractor's employees shall be adequately clothed for the work at hand. Appropriate personal protective items, high visibility safety vests, hard hats, gloves, goggles, etc. will be furnished by the Contractor and worn as appropriate to the work at hand.
  - Excessive or tasteless nudity will not be tolerated.
- Contractor's employees shall show respect for private property. Equipment repairs and lunch breaks need to be performed in public areas unless the Contractor has obtained written permission from the property owner.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- Preservation of Natural Features: Confine all operations to work limits of the project. Prevent damage to adjacent properties. Restore any damaged areas, repairing or replacing damaged trees and plants, driveways, fences, etc. at no additional expense to the County.
- HOURS OF OPERATION
  - The Camden County Road & Bridge Department operates during different hours based on daylight hours.
  - No work will be performed on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
    - January 1 New Years Day
    - January 15 Martin Luther King Day
    - February 12 Monday after Lincoln's Birthday
    - February 19 Presidents' Birthday
    - May 8 Truman's Birthday
    - May 27 Memorial Day
    - July 4 & 5 Independence Day
    - September 2 Labor Day
    - October 14 Columbus Day

- November 11 Veteran's Day
- November 28-29 Thanksgiving Day
- December 25-27 Christmas Day
  
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - While the Camden County Road & Bridge Department operates four ten-hour days, the above-mentioned Friday will be substituted with Thursday.
  
- TERMINATION
  - Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
  - Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
  
- GENERAL CONDITIONS
  - If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
  - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.
- SCHEDULE
  - The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
  - Camden County will schedule with each Contractor on a daily basis.
- MEASUREMENT AND PAYMENT
  - Measurement of work shall be hour rounded to the nearest hundredth of an hour.
  - Hours shall be calculated taking the difference from when the driver departs the jobsite after delivering their last load of the day and 10 minutes before the time published on the material ticket from the first load of the day. Any lunch breaks or time lost due to Contractor's equipment malfunction will be subtracted from the daily hours.
  - Hourly equipment rates shall include operator, fuel, oil, grease, maintenance personnel, supervision, and all other expenses necessary to support the operated equipment.
  - The Contractor shall submit its pay request with quantities on an invoice on the first and third Mondays of each month to ensure payment within two weeks.
    - The Contractor's invoice requires the company name, address, and phone number.
- EXECUTIVE ORDER 11246 – EQUAL EMPLOYMENT OPPORTUNITY

- During the performance of this contract, the contractor agrees as follows:
  - The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation,

or order of the Secretary of Labor, or as otherwise provided by law.

- The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- COPELAND "ANIT-KICKBACK" ACT COMPLIANCE

- Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

- Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

- Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.
- CLEAN AIR ACT
  - The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- FEDERAL WATER POLLUTION CONTROL ACT
  - The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate



Environmental Protection Agency Regional Office.

- The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- DEBARMENT AND SUSPENSION
  - This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- CONFLICT OF INTEREST. Contractor represents and warrants the following:
  - No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - None of Camden County's **employees**, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer,

or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.

- Camden County's officers, **employees**, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- ACCESS TO RECORDS. The following access to records requirements apply to this contract:
  - The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  -

## ANTI-LOBBYING CERTIFICATION

- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

### APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Charity E. Carter certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, R.D. Carter Trucking, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Charity E. Carter  
Signature of Contractor's Authorized Official

3/12/24  
Date

Charity E. Carter  
Print Name

owner  
Title of Contractor's Authorized Official

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AGREEMENT**

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of March, 2024, by and between the Camden County Missouri, Party of the First Part and hereinafter called the Owner, and Charity E. Carter a(n) of R.O Carter Trucking Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the County has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the Bidding Documents and Terms and Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for trucking services described.

It is further stipulated that not less than the minimum rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Terms and Conditions, Bid Form, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

**TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS**

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by

the contract) not to exceed \$400,000.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the Terms and Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Chauncy E. Carter

\_\_\_\_\_

Owner, Party of the First Part

County Clerk

By Ike Skelton, Presiding Commissioner  
Name and Title

(SEAL)

\*\*\*\*\*  
\*\*\*\*\*

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_  
Contractor, Party of the Second Part

By \_\_\_\_\_  
Name and Title

IF A CORPORATION

ATTEST:

\_\_\_\_\_  
Contractor, Party of the Second Part

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Name and Title

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_

to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_  
of \_\_\_\_\_ and that the seal affixed to said instrument is the

corporate seal of said corporation by authority of its board of directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: \_\_\_\_\_  
\_\_\_\_\_ and State

Notary Public Within and For Said County



**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT**

**BUSINESS ENTITY CERTIFICATION:**

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<b>BOX A:</b>	To be completed by a non-business entity as defined below.
<b>BOX B:</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 <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> .
<b>BOX C:</b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

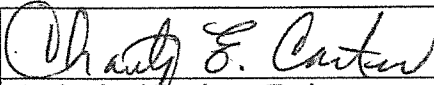
**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. 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 (other than stated in Box C), 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.

BOX A – CURRENTLY NOT A BUSINESS ENTITY			
<p>I certify that _____ (Company/Individual Name) <b><u>DOES NOT CURRENTLY MEET</u></b> 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)</p> <ul style="list-style-type: none"> <li>• I am a self-employed individual with no employees; <b>OR</b></li> <li>• The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.</li> </ul> <p>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 Trucking Services for Hauling Various Materials 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 Camden County with all documentation required in Box B of this exhibit.</p>			

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

**(Complete the following 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 <u>R.D. Carter Trucking</u> (Business Entity Name) <b>MEETS</b> 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
<u>R.D. Carter Trucking</u>	
Business Entity Name	Date
<u>Cecartertrucking@gmail.com</u>	<u>3/10/24</u>
E-Mail Address	

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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 bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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.

INSURANCE CERTIFICATION

RE: Insurance Coverage During Work On the  
Trucking Services for Hauling Various Materials  
in the Camden County, Missouri

To Whom It May Concern:

The undersigned is an authorized representative of Acuity Insurance

insuring company for RD Carter

for and during the entire period of the project.

In compliance with the Contract between RD Carter and the Camden  
County Missouri, a Certificate of Insurance signed by an authorized representative of our  
Company which details the exact amounts of coverage insured by us for the Trucking Services  
for Hauling Various Materials under the contract herein before mentioned and which in every  
particular complies with the requirements is attached hereto after having been fully read and  
checked for compliance by this Company. Further, any exclusionary clauses or portions of any  
insurance agreement creating coverage's relating to the aforesaid contract which specify that  
certain events or occurrences are not covered by any policy, are identified clearly and explained  
in attached exhibits. There are no exclusionary clauses in any insuring agreement other than  
those so identified. *policy exclusions available upon request*

Acuity Insurance  
(Insurance Company)

(Seal)

[Signature]  
(Authorized Representative)

3-11-24  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mel Foster Insurance 3218 E 36TH Street Ct Davenport IA 52807	<b>CONTACT NAME:</b> Mike Smith <b>PHONE (A/C, Ho, Ext):</b> 563-359-5446 <b>E-MAIL ADDRESS:</b> TruckCerts@melfosterinsurance.com	<b>FAX (A/C, No):</b> 563-359-6432
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> R D CARTER 305 S. DALLAS ST URBANA MO 65767	<b>INSURER A:</b> ACUIITY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1313904736      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Z20950	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Z20950	5/18/2022	5/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Z20950	5/18/2022	5/18/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	Z20950	5/18/2022	5/18/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo		Z20950	5/18/2022	5/18/2023	Limit 10,000 Deductible 2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Camden County  
 1 Court Cir NW  
 Camdenton MD 65020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

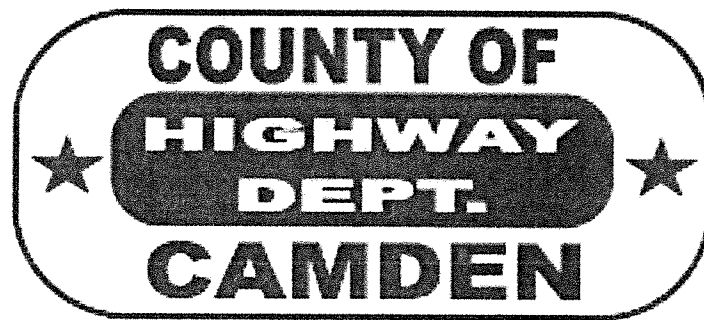
AUTHORIZED REPRESENTATIVE

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#3

**BID PROPOSAL # 230521**  
**TRUCKING SERVICES**  
**FOR HAULING VARIOUS MATERIALS**



CAMDEN COUNTY ROAD & BRIDGE DEPARTMENT  
1 COURT CIRCLE NW, SUITE #1  
CAMDENTON, MO 65020



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**BID PROPOSAL #240521**

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**BID PROPOSAL #240521**

County of **CAMDEN** State of Missouri

1 Court Circle NW, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Trucking Services for Hauling Various Materials" as per the specifications included in the bid packet. To obtain bid packets and additional information, please contact the Camden County Road and Bridge Department at 573-346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS BID 240521-A"

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

**BID PROPOSAL #240521**

**BID FORM**

To: Camden County Commission  
Camden County, Missouri

Ladies & Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Information for Bidders, Contract Forms, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of Work appurtenant thereto; (c) the nature and extent of the hauling to be performed, and the type, character and general condition of the materials to be hauled; (d) the necessary handling materials; (e) all existing and local conditions relative to construction difficulties and hazards, transportation, hauling, and trucking facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

<b>CONTRACT BID SCHEDULE</b>				
<b>TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS</b>				
Item Unit	Material Hauled	Truck Capacity (Tons)	Unit Price	Unit
1A	BP-1 or BP-2 Asphalt Pavement		98 <sup>00</sup>	Per Hour
1B	BP-1 or BP-2 Asphalt Pavement		98 <sup>00</sup>	Per Hour
1C	BP-1 or BP-2 Asphalt Pavement		98 <sup>00</sup>	Per Hour
1D	BP-1 or BP-2 Asphalt Pavement		98 <sup>00</sup>	Per Hour
1E	BP-1 or BP-2 Asphalt Pavement		98 <sup>00</sup>	Per Hour

**BID PROPOSAL #240521**

Item Unit	Material Hauled	Truck Capacity (Tons)	Unit Price	Unit
2A	1-inch Limestone Base Rock		98 <sup>00</sup>	Per Hour
2B	1-inch Limestone Base Rock		98 <sup>00</sup>	Per Hour
2C	1-inch Limestone Base Rock		98 <sup>00</sup>	Per Hour
2D	1-inch Limestone Base Rock		98 <sup>00</sup>	Per Hour
1E	1-inch Limestone Base Rock		98 <sup>00</sup>	Per Hour

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted, the Contractor shall pay unto the County, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

The County shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary certificates of insurance within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the County's acceptance of this Bid, and to complete said Work daily assigned work.

Dated at \_\_\_\_\_ this 18 day of MARCH, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

**IF AN INDIVIDUAL:**

Bobby Walters owner  
Signature and Title

Bobby Walters  
Typed or Printed Name

Doing Business As Walters Const  
Name of Firm

Business Address of Bidder: 124 MYERS RD  
Linn Creek MO 65052

Telephone No. 573-512-1428

**BID PROPOSAL #240521**

.....  
**IF A PARTNERSHIP:**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Member of Firm (Signature)

\_\_\_\_\_  
Member of Firm (Typed or Printed)

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

.....  
**IF A CORPORATION:**

\_\_\_\_\_  
Name of Corporation

By

\_\_\_\_\_  
Signature & Title

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

ATTEST:

\_\_\_\_\_  
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

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

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

If Bidder is a Corporation, supply the following information:

State in which Incorporated: \_\_\_\_\_

Name and Address of its:

President \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secretary \_\_\_\_\_

**BID PROPOSAL #240521**

**SCOPE OF WORK**

During peak production times, Camden County Road Operations may request trucking services to supplement existing resources to meet program needs. The Contractor selected will haul rock or asphalt materials from various suppliers to project sites on its 2000 lane-mile road system.

Drivers shall deliver materials to jobsites and shall not assist in loading or unloading, or engage in any other work at the site.

All work shall be performed under a single contract.

## BID PROPOSAL #240521

### TERMS AND CONDITIONS

#### 1. RECEIPT AND OPENING OF BIDS:

- 1.1 The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as "**Bid for Proposal #240521 Trucking Services for Various Materials.**"
- 1.2 The County may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities, and to adjust quantities, or reject any or all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. All bids will be considered final.
- 1.3 No additions, deletions, corrections or adjustments will be accepted after the time of bid opening. Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.

#### 2. PREPARATION OF BID:

- 2.1 All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- 2.2 Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

#### 3. SUBCONTRACTS:

- 3.1 The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County. Subcontractors must be submitted to the County at least 14 calendar days prior to their involvement in the work of this contract.

#### 4. TELEPHONIC MODIFICATION:

- 4.1 Any bidder may modify his bid by telephonic communications at any time prior to the scheduled closing time for receipt of bids, provided such telephonic communication is received by the County prior to the closing time, and provided further, the County is satisfied that written confirmation of the telephonic modification over the signature of the bidder was mailed prior to the closing time. The telephonic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices of terms will not be known by the County until the sealed bid is opened. If written confirmation is not received within 24 hours from the closing time, no consideration will be given to the telephonic modification.

#### 5. EXECUTION OF CONTRACT:

- 5.1 The bidder(s) to whom the contract has been awarded shall sign four copies of the contract and return them to the County within ten (10) days after receipt of the contract. Failure to

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execute the contract and return it to the County within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the County.

### 6. QUALIFICATIONS OF BIDDER:

- 6.1 The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 6.2 All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- 6.3 The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- 6.4 The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- 6.5 Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### 7. TIME OF COMPLETION:

- 7.1 Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the County.

### 8. CONDITIONS OF WORK:

- 8.1 Each bidder must inform himself fully of the conditions relating to the work, use of equipment and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 8.2 Equipment shall be in good operating condition. Equipment that cannot perform the work to the satisfaction of the project manager shall be replaced. Mobilization and down time to replace underperforming equipment and/or operator shall be at the expense of the contractor and will not be reimbursed by the owner. Hourly equipment rates will be applicable to only equipment that is being operated.



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### 9. ADDENDA AND INTERPRETATIONS:

- 9.1 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- 9.2 Every request for such interpretation should be in writing, addressed to the Road & Bridge Administrator, 1 Court Circle NW, Suite 1 Camden, Missouri, 65020 or [patrick\\_wolf@camdenmo.org](mailto:patrick_wolf@camdenmo.org) and to be given consideration must be received at least one (1) week prior to the date fixed for the opening of bids. Any and all such interpretations to the specifications which, if issued, will be sent by mail, fax, email or hand delivered, not later than (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

### 10. REFERENCES

- 10.1 Successful bidder may be required to provide references that demonstrated the ability to serve Camden County as listed. These references would be requested prior to award. Failure to provide references when requested or references not demonstrating the ability to service the needs of Camden County may result in your bid being deemed non-responsible.

### 11. POWER OF ATTORNEY:

- 11.1 Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### 12. LAWS AND REGULATIONS:

- 12.1 The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 12.2 The Contractor must comply with Missouri Department of Transportation load limits and regulations.
  - 12.2.1. Violation of load limits and regulations will result in immediate termination of the contract or removal of the responsible employee from the jobsite.
  - 12.2.2. Traffic violations while hauling materials for Camden County such as speeding, careless and imprudent driving, driving under the influence, driving while intoxicated/impaired, leaving the scene of an accident, failure to stop/yield, etc. will result in immediate termination of the contract or removal of the responsible employee from the jobsite.
- 12.3 The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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12.4 All waste materials shall be disposed of at approved contractor selected sites out of the work area. No separate payments will be made for disposal of excess or waste materials.

### 13. METHOD OF AWARD-LOWEST QUALIFIED BIDDER:

13.1 Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

13.2 The contract will be awarded to all qualified bidders. The County plans to have no more than fifteen (15) trucks contracted per day. Bidders shall be assigned trucking services on a daily basis and chosen at the discretion of the Road & Bridge Department after work is awarded and contracts are executed.

13.3 The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### 14. OBLIGATION OF BIDDER:

14.1 At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure of omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

### 15. TAXES:

15.1 Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. All materials are to be purchased using County accounts, so tax exemption certificates should not be necessary. In the event that the Contractor one is necessary, the County shall supply the Contractor with a Missouri Project Exemption Certificate. The certificate authorizes the Contractor and any subcontractors to purchase, without sales tax, tangible personal property to be incorporated or consumed in the construction of the project pursuant to Section 144.062 RSMo.

### 16. RIGHT-OF-WAYS:

16.1 The County will provide all right-of-ways upon which work is to be done.

### 17. INSURANCE:

17.1 The successful bidder must provide properly executed certificates of insurance prior to the signing of the contract with the County.

17.2 The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the County with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the County from damage or injury claims. The County shall have the right to require contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the Road & Bridge Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the Road &

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Bridge Administrator may determine to be adequate, and without thereby limits the liability of the contractor in protecting the County from damage or injury claims.

- 17.3 As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the County naming the County as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.
- 17.4 The contractor shall comply fully with the requirements of the workers' compensation act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.
- 17.5 The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- 17.6 The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.
- 17.7 The minimum acceptable coverage is tabulated below:

<u>Commercial General Liability Insurance</u>	
Bodily Injury and Property Damage Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
<u>Commercial Automobile Liability Insurance</u>	
Bodily Injury and Property Damage Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- 17.8 Certificates of insurance sent to the county as evidence of insurance shall contain the following statement, and in their absence the certificates will not be satisfactory to the County.
  - 17.8.1. The insurance evidenced by this certificate to the County as evidence of insurance cancelled or altered except after ten (10) days from receipt by the County of written notice thereof.

**18. PREVAILING HOURLY WAGE RATES**

- 18.1 According to RSMo 290.230 Section 4, this work is inapplicable of prevailing wage. The work of this contract is to deliver materials from suppliers selected by the County to project sites.
- 18.2 Truck drivers are to perform repairs and maintenance to their equipment outside of the jobsite.
- 18.3 Truck drivers are not allowed to perform any work on jobsites that does not relate to material delivery (e.g. shoveling, flagging traffic, etc.).

**19. CUSTOMER SERVICE**

- 19.1 Camden County considers the contractor and its employees to be representatives of the county in eyes of the general public. As such, contractor's personnel must present themselves to the public in a courteous, respectful manner in all appearances, actions, and dealings with members of the general public. Members of the general public are considered to be citizens and visitors

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of Camden County.

- 19.2 Contractor's personnel shall be courteous and respectful to citizens and others at all times. The use of foul or abusive language or gestures will result in the immediate removal of the employee from the project.
- 19.3 Contractor's employees shall be adequately clothed for the work at hand. Appropriate personal protective items, high visibility safety vests, hard hats, gloves, goggles, etc. will be furnished by the Contractor and worn as appropriate to the work at hand.
  - 19.3.1. Excessive or tasteless nudity will not be tolerated.
- 19.4 Contractor's employees shall show respect for private property. Equipment repairs and lunch breaks need to be performed in public areas unless the Contractor has obtained written permission from the property owner.
- 19.5 The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- 19.6 The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- 19.7 Preservation of Natural Features: Confine all operations to work limits of the project. Prevent damage to adjacent properties. Restore any damaged areas, repairing or replacing damaged trees and plants, driveways, fences, etc. at no additional expense to the County.

## 20. HOURS OF OPERATION

- 20.1 The Camden County Road & Bridge Department operates during different hours based on daylight hours.
- 20.2 No work will be performed on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
  - 1) January 1 New Years Day
  - 2) January 15 Martin Luther King Day
  - 3) February 12 Monday after Lincoln's Birthday
  - 4) February 19 Presidents' Birthday
  - 5) May 8 Truman's Birthday
  - 6) May 27 Memorial Day
  - 7) July 4 & 5 Independence Day
  - 8) September 2 Labor Day
  - 9) October 14 Columbus Day
  - 10) November 11 Veteran's Day
  - 11) November 28-29 Thanksgiving Day
  - 12) December 25-27 Christmas Day

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20.3 When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

20.3.1. While the Camden County Road & Bridge Department operates four ten-hour days, the above-mentioned Friday will be substituted with Thursday.

### 21. TERMINATION

21.1 Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

21.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

### 22. GENERAL CONDITIONS

22.1 If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

22.2 The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

22.3 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

22.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.

22.5 The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

22.6 In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

### 23. SCHEDULE

23.1 The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

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- 23.1.1. If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 23.1.2. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - 23.2 Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
  - 23.3 Camden County will schedule with each Contractor on a daily basis.
24. MEASUREMENT AND PAYMENT
  - 24.1 Measurement of work shall be hour rounded to the nearest hundredth of an hour.
  - 24.2 Hours shall be calculated taking the difference from when the driver departs the jobsite after delivering their last load of the day and 10 minutes before the time published on the material ticket from the first load of the day. Any lunch breaks or time lost due to Contractor's equipment malfunction will be subtracted from the daily hours.
  - 24.3 Hourly equipment rates shall include operator, fuel, oil, grease, maintenance personnel, supervision, and all other expenses necessary to support the operated equipment.
  - 24.4 The Contractor shall submit its pay request with quantities on an invoice on the first and third Mondays of each month to ensure payment within two weeks.
    - 24.4.1. The Contractor's invoice requires the company name, address, and phone number.
25. EXECUTIVE ORDER 11246 – EQUAL EMPLOYMENT OPPORTUNITY
  - 25.1 During the performance of this contract, the contractor agrees as follows:
    - 25.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - 25.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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- 25.1.3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 25.1.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 25.1.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 25.1.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 25.1.7. The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 26. COPELAND "ANIT-KICKBACK" ACT COMPLIANCE

- 26.1 Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 26.2 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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26.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

27.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

27.3 Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.

27.4 The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### 28. CLEAN AIR ACT

28.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

28.2 The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

28.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### 29. FEDERAL WATER POLLUTION CONTROL ACT



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- 29.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 29.2 The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 29.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### 30. DEBARMENT AND SUSPENSION

- 30.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 30.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 30.3 This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 30.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 31. CONFLICT OF INTEREST. Contractor represents and warrants the following:

- 31.1 No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 31.2 Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
- 31.3 Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
- 31.4 None of Camden County's **employees**, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of

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his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.

- 31.5 Camden County's officers, **employees**, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
32. ACCESS TO RECORDS. The following access to records requirements apply to this contract:
  - 32.1 The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 32.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 32.3 The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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**ANTI-LOBBYING CERTIFICATION**

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Bobby Walters certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Bobby Walters, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Bobby Walters  
Signature of Contractor's Authorized Official

Mar 18-2024  
Date

Bobby Walters  
Print Name

OWNER  
Title of Contractor's Authorized Official

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid.

**BID PROPOSAL #240521**

Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**BID PROPOSAL #240521**

**AGREEMENT**

THIS AGREEMENT, made and entered into this 18 day of Mar, 2024, by and between the **Camden County Missouri**, Party of the First Part and hereinafter called the **Owner**, and Jobby We Hck a(n) \_\_\_\_\_ of \_\_\_\_\_ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the County has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the Bidding Documents and Terms and Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for trucking services described.

It is further stipulated that not less than the minimum rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Terms and Conditions, Bid Form, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

**TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS**

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) not to exceed \$400,000.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the Terms and Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract.

BID PROPOSAL #240521

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

County Clerk

By Ike Skelton, Presiding Commissioner  
Name and Title

(SEAL)

\*\*\*\*\*

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By [Signature] owner  
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By \_\_\_\_\_  
Name and Title

(CORPORATE SEAL)

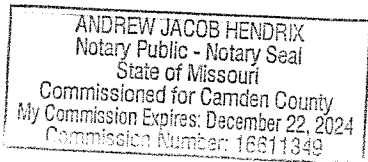
STATE OF Missouri  
COUNTY OF Dulaski

On this 15<sup>th</sup> day of March, 2024, before me appeared Bobby Walters  
to me personally known who, being by me duly sworn, did say that he is the Owner  
of Walters Construction and that the seal affixed to said instrument is the corporate seal of said  
corporation by authority of its board of directors, and said Bobby Walters acknowledged said  
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: 12-22-2024

[Signature]  
Notary Public Within and For Said County and State



**BID PROPOSAL #240521**

**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT**

**BUSINESS ENTITY CERTIFICATION:**

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<p><b>BOX A:</b> To be completed by a non-business entity as defined below.</p> <p><b>BOX B:</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 <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a>.</p> <p><b>BOX C:</b> To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.</p>
--

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, contractors, and subcontractors. 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 (other than stated in Box C), 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.

<b>BOX A - CURRENTLY NOT A BUSINESS ENTITY</b>	
<p>I certify that _____ (Company/Individual Name) <b><u>DOES NOT CURRENTLY MEET</u></b> 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)</p> <p><input type="checkbox"/> I am a self-employed individual with no employees; <b>OR</b></p> <p><input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.</p> <p>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 Trucking Services for Hauling Various Materials 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 Camden County with all documentation required in Box B of this exhibit.</p>	
_____ Authorized Representative's Name (Please Print)	_____ Authorized Representative's Signature
_____ Company Name (if applicable)	_____ Date

**BID PROPOSAL #240521**

*(Complete the following 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 bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/ge\\_1185221678150.shtm](http://www.dhs.gov/files/programs/ge_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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 bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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.



**BID PROPOSAL #240521**

**INSURANCE CERTIFICATION**

RE: Insurance Coverage During Work On the  
Trucking Services for Hauling Various Materials  
in the Camden County, Missouri

To Whom It May Concern:

The undersigned is an authorized representative of Progressive Insurance

insuring company for Mid-Missouri Insurance

for and during the entire period of the project.

In compliance with the Contract between Bobby Walters and the Camden County Missouri, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the Trucking Services for Hauling Various Materials under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There are no exclusionary clauses in any insuring agreement other than those so identified.

Progressive Insurance  
(Insurance Company)

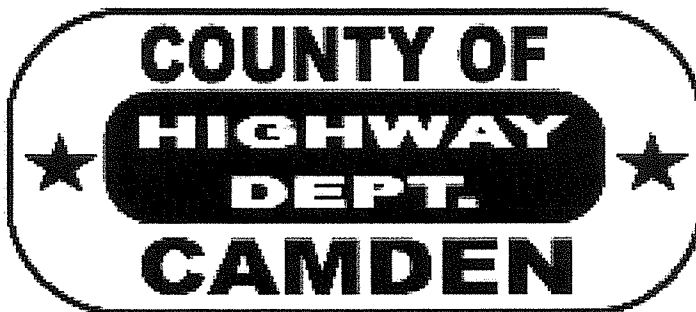
(Seal)

Kendra Finney  
(Authorized Representative)

3/15/2024  
(Date)

#4

**BID PROPOSAL # 230521**  
**TRUCKING SERVICES**  
**FOR HAULING VARIOUS MATERIALS**



CAMDEN COUNTY ROAD & BRIDGE DEPARTMENT  
1 COURT CIRCLE NW, SUITE #1  
CAMDENTON, MO 65020

COPY

**BID PROPOSAL #240521**

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**COPY**

**BID PROPOSAL #240521**

County of **CAMDEN** State of Missouri

1 Court Circle NW, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Trucking Services for Hauling Various Materials" as per the specifications included in the bid packet. To obtain bid packets and additional information, please contact the Camden County Road and Bridge Department at 573-346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS BID 240521-A"

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

**COPY**

Camden County Commission

**BID PROPOSAL #240521**

**BID FORM**

To: Camden County Commission  
Camden County, Missouri

Ladies & Gentlemen:

THE UNDERSIGNED BIDDER, having examined the Information for Bidders, Contract Forms, Specifications, General Conditions, Supplementary Conditions, and other related Contract Documents attached hereto and referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of Work appurtenant thereto; (c) the nature and extent of the hauling to be performed, and the type, character and general condition of the materials to be hauled; (d) the necessary handling materials; (e) all existing and local conditions relative to construction difficulties and hazards, transportation, hauling, and trucking facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) for the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

**COPY**

<b>CONTRACT BID SCHEDULE</b>				
<b>TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS</b>				
<b>Item Unit</b>	<b>Material Hauled</b>	<b>Truck Capacity (Tons)</b>	<b>Unit Price</b>	<b>Unit</b>
1A	BP-1 or BP-2 Asphalt Pavement	15	\$110.00	Per Hour
1B	BP-1 or BP-2 Asphalt Pavement	15	\$110.00	Per Hour
1C	BP-1 or BP-2 Asphalt Pavement	15	\$110.00	Per Hour
1D	BP-1 or BP-2 Asphalt Pavement	15	\$110.00	Per Hour
1E	BP-1 or BP-2 Asphalt Pavement	15	\$110.00	Per Hour

**BID PROPOSAL #240521**

<b>Item Unit</b>	<b>Material Hauled</b>	<b>Truck Capacity (Tons)</b>	<b>Unit Price</b>	<b>Unit</b>
2A	1-inch Limestone Base Rock	15	\$110.00	Per Hour
2B	1-inch Limestone Base Rock	15	\$110.00	Per Hour
2C	1-inch Limestone Base Rock	15	\$110.00	Per Hour
2D	1-inch Limestone Base Rock	15	\$110.00	Per Hour
1E	1-inch Limestone Base Rock	15	\$110.00	Per Hour

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted, the Contractor shall pay unto the County, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

The County shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary certificates of insurance within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the County's acceptance of this Bid, and to complete said Work daily assigned work.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Signature and Title

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

**COPY**

Doing Business As \_\_\_\_\_  
Name of Firm

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

BID PROPOSAL #240521

IF A PARTNERSHIP:

Name of Partnership

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder:

Telephone No.

IF A CORPORATION:

Kenny Carroll Excavating INC  
Name of Corporation

By *Kenneth Carroll, Pres.*  
Signature & Title

Kenneth Wayne Carroll - President  
Typed or Printed Name

ATTEST:

*Naia Dorveen Carroll*  
Secretary or Assistant Secretary Signature

(CORPORATE SEAL)

Naia Dorveen Carroll  
Typed or Printed Name

Business Address of Bidder:

PO Box 3478; 1435 Old Fifty-Four Road

Camdenton MO 65020

Telephone No. 573-317-0464

COPY

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Kenneth Wayne Carroll

PO Box 3478. Camdenton MO 65020

Secretary Naia Dorveen Carroll

PO Box 3478. Camdenton MO 65020

**BID PROPOSAL #240521**

**SCOPE OF WORK**

During peak production times, Camden County Road Operations may request trucking services to supplement existing resources to meet program needs. The Contractor selected will haul rock or asphalt materials from various suppliers to project sites on its 2000 lane-mile road system.

Drivers shall deliver materials to jobsites and shall not assist in loading or unloading, or engage in any other work at the site.

All work shall be performed under a single contract.

**COPY**



**BID PROPOSAL #240521**

**TERMS AND CONDITIONS**

1. **RECEIPT AND OPENING OF BIDS:**

- 1.1 The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as "**Bid for Proposal #240521 Trucking Services for Various Materials.**"
- 1.2 The County may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities, and to adjust quantities, or reject any or all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. All bids will be considered final.
- 1.3 No additions, deletions, corrections or adjustments will be accepted after the time of bid opening. Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.

2. **PREPARATION OF BID:**

- 2.1 All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- 2.2 Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **SUBCONTRACTS:**

- 3.1 The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County. Subcontractors must be submitted to the County at least 14 calendar days prior to their involvement in the work of this contract.

4. **TELEPHONIC MODIFICATION:**

- 4.1 Any bidder may modify his bid by telephonic communications at any time prior to the scheduled closing time for receipt of bids, provided such telephonic communication is received by the County prior to the closing time, and provided further, the County is satisfied that written confirmation of the telephonic modification over the signature of the bidder was mailed prior to the closing time. The telephonic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices of terms will not be known by the County until the sealed bid is opened. If written confirmation is not received within 24 hours from the closing time, no consideration will be given to the telephonic modification.

COPY

5. **EXECUTION OF CONTRACT:**

- 5.1 The bidder(s) to whom the contract has been awarded shall sign four copies of the contract and return them to the County within ten (10) days after receipt of the contract. Failure to

## BID PROPOSAL #240521

execute the contract and return it to the County within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the County.

### 6. QUALIFICATIONS OF BIDDER:

- 6.1 The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 6.2 All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- 6.3 The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- 6.4 The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- 6.5 Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### 7. TIME OF COMPLETION:

- 7.1 Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the County.

COPY

### 8. CONDITIONS OF WORK:

- 8.1 Each bidder must inform himself fully of the conditions relating to the work, use of equipment and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 8.2 Equipment shall be in good operating condition. Equipment that cannot perform the work to the satisfaction of the project manager shall be replaced. Mobilization and down time to replace underperforming equipment and/or operator shall be at the expense of the contractor and will not be reimbursed by the owner. Hourly equipment rates will be applicable to only equipment that is being operated.

**BID PROPOSAL #240521**

9. ADDENDA AND INTERPRETATIONS:

- 9.1 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- 9.2 Every request for such interpretation should be in writing, addressed to the Road & Bridge Administrator, 1 Court Circle NW, Suite 1 Camden, Missouri, 65020 or [patrick\\_wolf@camdenmo.org](mailto:patrick_wolf@camdenmo.org) and to be given consideration must be received at least one (1) week prior to the date fixed for the opening of bids. Any and all such interpretations to the specifications which, if issued, will be sent by mail, fax, email or hand delivered, not later than (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. REFERENCES

- 10.1 Successful bidder may be required to provide references that demonstrated the ability to serve Camden County as listed. These references would be requested prior to award. Failure to provide references when requested or references not demonstrating the ability to service the needs of Camden County may result in your bid being deemed non-responsible.

11. POWER OF ATTORNEY:

- 11.1 Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**COPY**

12. LAWS AND REGULATIONS:

- 12.1 The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 12.2 The Contractor must comply with Missouri Department of Transportation load limits and regulations.
- 12.2.1. Violation of load limits and regulations will result in immediate termination of the contract or removal of the responsible employee from the jobsite.
- 12.2.2. Traffic violations while hauling materials for Camden County such as speeding, careless and imprudent driving, driving under the influence, driving while intoxicated/impaired, leaving the scene of an accident, failure to stop/yield, etc. will result in immediate termination of the contract or removal of the responsible employee from the jobsite.
- 12.3 The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**BID PROPOSAL #240521**

12.4 All waste materials shall be disposed of at approved contractor selected sites out of the work area. No separate payments will be made for disposal of excess or waste materials.

13. METHOD OF AWARD-LOWEST QUALIFIED BIDDER:

13.1 Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.

13.2 The contract will be awarded to all qualified bidders. The County plans to have no more than fifteen (15) trucks contracted per day. Bidders shall be assigned trucking services on a daily basis and chosen at the discretion of the Road & Bridge Department after work is awarded and contracts are executed.

13.3 The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

14. OBLIGATION OF BIDDER:

14.1 At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure of omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

15. TAXES:

15.1 Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. All materials are to be purchased using County accounts, so tax exemption certificates should not be necessary. In the event that the Contractor one is necessary, the County shall supply the Contractor with a Missouri Project Exemption Certificate. The certificate authorizes the Contractor and any subcontractors to purchase, without sales tax, tangible personal property to be incorporated or consumed in the construction of the project pursuant to Section 144.062 RSMo.

16. RIGHT-OF-WAYS:

16.1 The County will provide all right-of-ways upon which work is to be done.

COPY

17. INSURANCE:

17.1 The successful bidder must provide properly executed certificates of insurance prior to the signing of the contract with the County.

17.2 The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the County with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the County from damage or injury claims. The County shall have the right to require contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the Road & Bridge Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the Road &

**BID PROPOSAL #240521**

Bridge Administrator may determine to be adequate, and without thereby limits the liability of the contractor in protecting the County from damage or injury claims.

- 17.3 As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the County naming the County as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.
- 17.4 The contractor shall comply fully with the requirements of the workers' compensation act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.
- 17.5 The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- 17.6 The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.
- 17.7 The minimum acceptable coverage is tabulated below:

<u>Commercial General Liability Insurance</u>	
Bodily Injury and Property Damage Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
 <u>Commercial Automobile Liability Insurance</u>	
Bodily Injury and Property Damage Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- 17.8 Certificates of insurance sent to the county as evidence of insurance shall contain the following statement, and in their absence the certificates will not be satisfactory to the County.
  - 17.8.1. The insurance evidenced by this certificate to the County as evidence of insurance cancelled or altered except after ten (10) days from receipt by the County of written notice thereof.

18. PREVAILING HOURLY WAGE RATES

COPY

- 18.1 According to RSMo 290.230 Section 4, this work is inapplicable of prevailing wage. The work of this contract is to deliver materials from suppliers selected by the County to project sites.
- 18.2 Truck drivers are to perform repairs and maintenance to their equipment outside of the jobsite.
- 18.3 Truck drivers are not allowed to perform any work on jobsites that does not relate to material delivery (e.g. shoveling, flagging traffic, etc.).

19. CUSTOMER SERVICE

- 19.1 Camden County considers the contractor and its employees to be representatives of the county in eyes of the general public. As such, contractor's personnel must present themselves to the public in a courteous, respectful manner in all appearances, actions, and dealings with members of the general public. Members of the general public are considered to be citizens and visitors

## BID PROPOSAL #240521

of Camden County.

- 19.2 Contractor's personnel shall be courteous and respectful to citizens and others at all times. The use of foul or abusive language or gestures will result in the immediate removal of the employee from the project.
- 19.3 Contractor's employees shall be adequately clothed for the work at hand. Appropriate personal protective items, high visibility safety vests, hard hats, gloves, goggles, etc. will be furnished by the Contractor and worn as appropriate to the work at hand.
- 19.3.1. Excessive or tasteless nudity will not be tolerated.
- 19.4 Contractor's employees shall show respect for private property. Equipment repairs and lunch breaks need to be performed in public areas unless the Contractor has obtained written permission from the property owner.
- 19.5 The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- 19.6 The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- 19.7 Preservation of Natural Features: Confine all operations to work limits of the project. Prevent damage to adjacent properties. Restore any damaged areas, repairing or replacing damaged trees and plants, driveways, fences, etc. at no additional expense to the County.

## 20. HOURS OF OPERATION

- 20.1 The Camden County Road & Bridge Department operates during different hours based on daylight hours.
- 20.2 No work will be performed on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
- 1) January 1 New Years Day
  - 2) January 15 Martin Luther King Day
  - 3) February 12 Monday after Lincoln's Birthday
  - 4) February 19 Presidents' Birthday
  - 5) May 8 Truman's Birthday
  - 6) May 27 Memorial Day
  - 7) July 4 & 5 Independence Day
  - 8) September 2 Labor Day
  - 9) October 14 Columbus Day
  - 10) November 11 Veteran's Day
  - 11) November 28-29 Thanksgiving Day
  - 12) December 25-27 Christmas Day

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## BID PROPOSAL #240521

20.3 When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

20.3.1. While the Camden County Road & Bridge Department operates four ten-hour days, the above-mentioned Friday will be substituted with Thursday.

### 21. TERMINATION

21.1 Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

21.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

### 22. GENERAL CONDITIONS

22.1 If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

22.2 The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

22.3 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

22.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.

22.5 The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

22.6 In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

### 23. SCHEDULE

23.1 The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

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## BID PROPOSAL #240521

23.1.1. If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

23.1.2. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

23.2 Work of the project shall be performed after the Notice of Award is issued and work is scheduled.

23.3 Camden County will schedule with each Contractor on a daily basis.

### 24. MEASUREMENT AND PAYMENT

24.1 Measurement of work shall be hour rounded to the nearest hundredth of an hour.

24.2 Hours shall be calculated taking the difference from when the driver departs the jobsite after delivering their last load of the day and 10 minutes before the time published on the material ticket from the first load of the day. Any lunch breaks or time lost due to Contractor's equipment malfunction will be subtracted from the daily hours.

24.3 Hourly equipment rates shall include operator, fuel, oil, grease, maintenance personnel, supervision, and all other expenses necessary to support the operated equipment.

24.4 The Contractor shall submit its pay request with quantities on an invoice on the first and third Mondays of each month to ensure payment within two weeks.

24.4.1. The Contractor's invoice requires the company name, address, and phone number.

### 25. EXECUTIVE ORDER 11246 – EQUAL EMPLOYMENT OPPORTUNITY

25.1 During the performance of this contract, the contractor agrees as follows:

COPY

25.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

25.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.



## BID PROPOSAL #240521

- 25.1.3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 25.1.4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 25.1.5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 25.1.6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 25.1.7. The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 26. COPELAND "ANIT-KICKBACK" ACT COMPLIANCE

- 26.1 Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 26.2 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

## BID PROPOSAL #240521

26.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

27.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

27.3 Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.

27.4 The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### 28. CLEAN AIR ACT

28.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

28.2 The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

28.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### 29. FEDERAL WATER POLLUTION CONTROL ACT

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## BID PROPOSAL #240521

- 29.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 29.2 The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 29.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### 30. DEBARMENT AND SUSPENSION

- 30.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 30.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 30.3 This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 30.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 31. CONFLICT OF INTEREST. Contractor represents and warrants the following:

- 31.1 No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 31.2 Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
- 31.3 Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
- 31.4 None of Camden County's **employees**, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of

COPY

## BID PROPOSAL #240521

his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.

31.5 Camden County's officers, **employees**, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

32. ACCESS TO RECORDS. The following access to records requirements apply to this contract:

32.1 The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

32.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

32.3 The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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**BID PROPOSAL #240521**

ANTI-LOBBYING CERTIFICATION

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Kenny Carroll Excavating INC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kenny Carroll Excavating INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

**COPY**

Kenneth Wayne Carroll  
Print Name

President - Owner  
Title of Contractor's Authorized Official

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid.

**BID PROPOSAL #240521**

Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**COPY**

**BID PROPOSAL #240521**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Camden County Missouri**, Party of the First Part and hereinafter called the **Owner**, and \_\_\_\_\_ a(n) \_\_\_\_\_ of \_\_\_\_\_ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the County has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the Bidding Documents and Terms and Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for trucking services described.

It is further stipulated that not less than the minimum rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Terms and Conditions, Bid Form, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

TRUCKING SERVICES FOR HAULING VARIOUS MATERIALS

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and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) not to exceed \$400,000.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the Terms and Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract.

**BID PROPOSAL #240521**

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

\_\_\_\_\_  
Owner, Party of the First Part

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

By Ike Skelton, Presiding Commissioner  
Name and Title

(SEAL)

\*\*\*\*\*

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_  
Contractor, Party of the Second Part

By \_\_\_\_\_  
Name and Title

IF A CORPORATION

ATTEST:

\_\_\_\_\_  
Contractor, Party of the Second Part

Juan Camell  
Secretary

By Juan Camell, Pres.  
Name and Title

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

COPY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_  
of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said  
corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said  
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Within and For Said County and State



**BID PROPOSAL #240521**

**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT**

**BUSINESS ENTITY CERTIFICATION:**

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<b>BOX A:</b>	To be completed by a non-business entity as defined below.
<b>BOX B:</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 <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a> .
<b>BOX C:</b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**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, contractors, and subcontractors. 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 (other than stated in Box C), 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.

**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 Trucking Services for Hauling Various Materials 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 Camden County with all documentation required in Box B of this exhibit.

**COPY**

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

BID PROPOSAL #240521

(Complete the following 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 bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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 bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor'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.

COPY

**BID PROPOSAL #240521**

**INSURANCE CERTIFICATION**

RE: Insurance Coverage During Work On the  
Trucking Services for Hauling Various Materials  
in the Camden County, Missouri

To Whom It May Concern:

The undersigned is an authorized representative of Mills & Sons Company.

insuring company for Kenny Carroll Excavating INC

for and during the entire period of the project.

In compliance with the Contract between Kenny Carroll Excavating INC and the Camden County Missouri, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the Trucking Services for Hauling Various Materials under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are not covered by any policy, are identified clearly and explained in attached exhibits. There are no exclusionary clauses in any insuring agreement other than those so identified.

Mills & Soons Company  
(Insurance Company)

(Seal)

Tami Mills  
(Authorized Representative)

03/25/2024  
(Date)

COPY



KENNCAR-01

TWELLIVER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2024

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**  
Mills & Sons, Inc.  
110 W. Jefferson St.  
Clinton, MO 64735

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (660) 885-3368      **FAX (A/C, No):** (877) 398-6010  
**E-MAIL ADDRESS:**

**INSURED**  
Kenny Carroll Excavating Inc  
PO Box 3478  
Camdenton, MO 65020

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Continental Western Insurance	10804
INSURER B :	Stonetrust Commercial Insurance	11042
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA3178059-26	8/18/2023	8/18/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA3178059-26	8/18/2023	8/18/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CPA3178059-26	8/18/2023	8/18/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV0022514-2023A	8/18/2023	8/18/2024	PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

Camden County Road & Bridge  
1 Court Circle  
Camdenton, MO 65020

### 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

*Jeresa Welliver*

Grader & Snow  
Plow Blades  
(4 Bids Received)

#1  
COPY - 4th

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

**STEEL GRADER BLADES**

5-6 week lead time A.R.O.

6' long X 8" height X 5/8" thick with 5/8" bolt size

**PRICE (EA)**

\$68.00

6' long X 8" height X 3/4" thick with 5/8" bolt size

\$83.00

**ROTATING CARBIDE STEEL TIP BLADES**

60-90 days lead time A.R.O.

6' long X 8" height X 5/8" thick with 5/8" bolt size

\$800.00

6' long X 8" height X 3/4" thick with 5/8" bolt size

\$800.00

7' long X 8" height X 5/8" thick with 5/8" bolt size

\$933.00

7' long X 8" height X 3/4" thick with 5/8" bolt size

\$933.00

**CARBIDE STEEL SNOW PLOW BLADES**

5-6 week lead time A.R.O.

4' long X 6" height X 3/4" thick with 5/8" bolt size

\$275.00

3' long X 6" height X 3/4" thick with 5/8" bolt size

\$206.00

Minimum order required

\$7,000.00

**Bidder Information**

Company: Welborn Sales, Inc.

Print Name: Bill Gonzalez

Title: Territory Rep.

Address: 3288 S. Avenue C Phone: 785-823-2394

City/State/Zip: Salina, KS 67401 <sup>mobile</sup> Fax: 913-944-6360

Email: Bill@welbornsales.com

Signature: *Bill Gonzalez* Date: 3-24-2024

All bids shall be in effect until new bids are awarded March 26, 2025.

## BID PROPOSAL #240128-N

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The successful bidder is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

## BID PROPOSAL #240128-N

- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,



## BID PROPOSAL #240128-N

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
    1. January 1 New Years Day
    2. January 15 Martin Luther King Day
    3. February 12 Monday after Lincoln's Birthday
    4. February 19 Presidents' Birthday
    5. May 8 Truman's Birthday
    6. May 27 Memorial Day
    7. July 4 & 5 Independence Day
    8. September 2 Labor Day
    9. October 14 Columbus Day
    10. November 11 Veteran's Day
    11. November 28-29 Thanksgiving Day
    12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - During the performance of this contract, the contractor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

## BID PROPOSAL #240128-N

- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

## BID PROPOSAL #240128-N

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Conflict of Interest. Contractor represents and warrants the following:

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## BID PROPOSAL #240128-N

- 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
  - In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL #240128-N**

**SPECIFICATIONS**

The estimated quantity to be ordered is up to approximately 300 pieces (150 sets) of 6' grader blades with standard Highway punching and approximately 20 carbide snow plow blades.

A combination of steel and carbide may be ordered at the same time, if the same bidder is low on each type required.

The snow plow blades will be purchased as needed during the winter season. If a minimum order amount on snow plow blades is required the amount must be submitted with the bid.

The steel grader blades shall be warranted against breakage under normal usage. If one (1) edge breaks under normal usage the supplier will replace both edges at no charge to Camden County Road & Bridge.

The carbide steel grader blades shall have a combination of individually mounted bullet-shaped inserts with wear resistant carbide granules imbedded in an abrasion-resistant, steel-weld material. These carbide blades shall be I.C.E./Kencoat or equivalent.

Products must meet Missouri Department of Transportation specifications.

Blades to be selected by the County Highway Department from the following sizes:

**GRADER BLADES**

**STEEL**

Square ends - double beveled curve, DH2 heat treated.

DBC 6' x 8" x 5/8" bolt size, one (1) piece

**CARBIDE STEEL**

Square ends – single beveled curve, DH2 heat treated

SBC 4' x 5" x 5/8" bolt size

**SNOW PLOW BLADES**

**CARBIDE STEEL**

10' X 8" X 5/8" bolt size, multiple sections

**DELIVERY**

Price shall include delivery to Camden County Road & Bridge Department South Facility located at 172 VFW Road Camdenton, Missouri, 65020.

## **BID PROPOSAL #240128-N**

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-N**

EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

*Vendor: Walborn Sales, Inc. Manufacturer: Black^Wear Parts*

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

**BID PROPOSAL #240128-N**



**BID PROPOSAL #240128-N**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

- Steel grader blades are manufactured in Canada.
- Rotating carbide steel tip blades are manufactured in China.
- Snow plow blades: quoting flat carbide insert blades, 25 degree trap insert. (made in USA)
- Quoting the blades heights as listed on "Bid Form" (pg. 2) of proposal.
  - fyi: the blade heights on pg. 9 specifications are different for carbide steel & snow plow blades.
- Rotating carbide steel tip blades only available in 1" thickness
- Price is firm for orders placed by June 26, 2024

POST OFFICE BOX 428  
NEW KINGSTOWN, PA 17072

#2

 **MANUFACTURING COMPANY**

March 21, 2024

Rowland A. Todd-Camden County Clerk  
1 Court Circle NW, Suite 2  
Camdenton, MO 65020

**Ref: Sealed Bid #240128-N / GRADER AND PLOW BLADES**

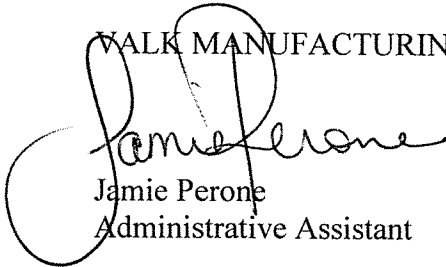
**Opened: Tuesday, March 26, 2024 @ 10:00 AM**

We would appreciate receiving a complete tabulation, with unit prices, and have enclosed a self addressed, stamped envelope for your convenience or you may fax the results to 717-795-9830 or e-mail tabulations to [ap@valkmfg.com](mailto:ap@valkmfg.com).

Thank you in advance for your cooperation.

Best Regards,

VALK MANUFACTURING COMPANY



Jamie Perone  
Administrative Assistant



ASSOCIATED  
EQUIPMENT  
DISTRIBUTORS

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Grader and Plow Blades" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "GRADER AND PLOW BLADES BID 240128-N"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m.** March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL #240128-N**

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

**STEEL GRADER BLADES**

**PRICE (EA)**

6' long X 8" height X 5/8" thick with 5/8" bolt size \$84.86

6' long X 8" height X 3/4" thick with 5/8" bolt size \$102.49

**ROTATING CARBIDE STEEL TIP BLADES**

6' long X 8" height X 5/8" thick with 5/8" bolt size NO BID

6' long X 8" height X 3/4" thick with 5/8" bolt size NO BID

7' long X 8" height X 5/8" thick with 5/8" bolt size NO BID

7' long X 8" height X 3/4" thick with 5/8" bolt size NO BID

**CARBIDE STEEL SNOW PLOW BLADES**

4' long X 6" height X 3/4" thick with 5/8" bolt size \$248.92

3' long X 6" height X 3/4" thick with 5/8" bolt size \$186.69

Minimum order required 40 blades

**Bidder Information**

Company: Valk Manufacturing Company

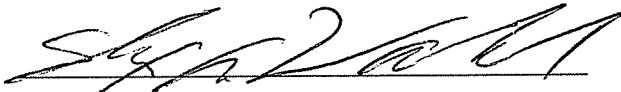
Print Name: Max A. Woodward

Title: Vice President

Address: PO Box 428. 66 East Main Street Phone: 717-766-0711

City/State/Zip: New Kingstown, PA 17072 Fax: 717-795-9830

Email: adminassistant@valkmfg.com

Signature:  Date: March 21, 2024

All bids shall be in effect until new bids are awarded March 26, 2025.

## BID PROPOSAL #240128-N

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The successful bidder is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

## BID PROPOSAL #240128-N

- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

## BID PROPOSAL #240128-N

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

## BID PROPOSAL #240128-N

- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of



## BID PROPOSAL #240128-N

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Conflict of Interest. Contractor represents and warrants the following:

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## BID PROPOSAL #240128-N

- 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
  - In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL #240128-N**

**SPECIFICATIONS**

The estimated quantity to be ordered is up to approximately 300 pieces (150 sets) of 6' grader blades with standard Highway punching and approximately 20 carbide snow plow blades.

A combination of steel and carbide may be ordered at the same time, if the same bidder is low on each type required.

The snow plow blades will be purchased as needed during the winter season. If a minimum order amount on snow plow blades is required the amount must be submitted with the bid.

The steel grader blades shall be warranted against breakage under normal usage. If one (1) edge breaks under normal usage the supplier will replace both edges at no charge to Camden County Road & Bridge.

The carbide steel grader blades shall have a combination of individually mounted bullet-shaped inserts with wear resistant carbide granules imbedded in an abrasion-resistant, steel-weld material. These carbide blades shall be I.C.E./Kencoat or equivalent.

Products must meet Missouri Department of Transportation specifications.

Blades to be selected by the County Highway Department from the following sizes:

**GRADER BLADES**

**STEEL**

Square ends - double beveled curve, DH2 heat treated.

DBC 6' x 8" x 5/8" bolt size, one (1) piece

**CARBIDE STEEL**

Square ends – single beveled curve, DH2 heat treated

SBC 4' x 5" x 5/8" bolt size

**SNOW PLOW BLADES**

**CARBIDE STEEL**

10' X 8" X 5/8" bolt size, multiple sections

**DELIVERY**

Price shall include delivery to Camden County Road & Bridge Department South Facility located at 172 VFW Road Camdenton, Missouri, 65020.

## **BID PROPOSAL #240128-N**

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-N**

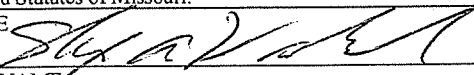
**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

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**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	Valk Manufacturing Company

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

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SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

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SIGNATURE	
COMPANY NAME	

**BID PROPOSAL #240128-N**

**BID PROPOSAL #240128-N**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

*County of* **CAMDEN** *State of Missouri*

#3

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

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**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "GRADER AND PLOW BLADES BID 240128-N"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m.** March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181



BID PROPOSAL #240128-N

BID FORM

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

STEEL GRADER BLADES

6' long X 8" height X 5/8" thick with 5/8" bolt size <sup>OEM</sup> \$ 112.33  
6' long X 8" height X 3/4" thick with 5/8" bolt size \$ 132.85

PRICE (EA)  
Quotes Attached <sup>High Carbon</sup> \$ 70.50  
\$ 84.82

ROTATING CARBIDE STEEL TIP BLADES

6' long X 8" height X 5/8" thick with 5/8" bolt size  
6' long X 8" height X 3/4" thick with 5/8" bolt size  
7' long X 8" height X 5/8" thick with 5/8" bolt size  
7' long X 8" height X 3/4" thick with 5/8" bolt size

OEM	High Carbon
\$ 130.68	\$ 84.33
\$ 153.78	\$ 98.74

CARBIDE STEEL SNOW PLOW BLADES

4' long X 6" height X 3/4" thick with 5/8" bolt size  
3' long X 6" height X 3/4" thick with 5/8" bolt size

Minimum order required

Bidder Information

Company: Foley Eq  
Print Name: Steve Bugg  
Title: PSSR  
Address: 1040 Sedalia Road Phone: 573-303-6576  
City/State/Zip: Sedalia, Mo. 65301 Fax: \_\_\_\_\_  
Email: STBugg@FoleyEq.com  
Signature: [Signature] Date: 3-18-24

All bids shall be in effect until new bids are awarded March 26, 2025.

## BID PROPOSAL #240128-N

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The successful bidder is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

## BID PROPOSAL #240128-N

- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

**BID PROPOSAL #240128-N**

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
    - 1. January 1 New Years Day
    - 2. January 15 Martin Luther King Day
    - 3. February 12 Monday after Lincoln's Birthday
    - 4. February 19 Presidents' Birthday
    - 5. May 8 Truman's Birthday
    - 6. May 27 Memorial Day
    - 7. July 4 & 5 Independence Day
    - 8. September 2 Labor Day
    - 9. October 14 Columbus Day
    - 10. November 11 Veteran's Day
    - 11. November 28-29 Thanksgiving Day
    - 12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - During the performance of this contract, the contractor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

## BID PROPOSAL #240128-N

- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with the Contract Work Hours and Safety Standards Act
- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

## BID PROPOSAL #240128-N

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part.

➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

➤ Conflict of Interest. Contractor represents and warrants the following:

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## BID PROPOSAL #240128-N

- 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
  - In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL #240128-N**

**SPECIFICATIONS**

The estimated quantity to be ordered is up to approximately 300 pieces (150 sets) of 6' grader blades with standard Highway punching and approximately 20 carbide snow plow blades.

A combination of steel and carbide may be ordered at the same time, if the same bidder is low on each type required.

The snow plow blades will be purchased as needed during the winter season. If a minimum order amount on snow plow blades is required the amount must be submitted with the bid.

The steel grader blades shall be warranted against breakage under normal usage. If one (1) edge breaks under normal usage the supplier will replace both edges at no charge to Camden County Road & Bridge.

The carbide steel grader blades shall have a combination of individually mounted bullet-shaped inserts with wear resistant carbide granules imbedded in an abrasion-resistant, steel-weld material. These carbide blades shall be I.C.E./Kencoat or equivalent.

Products must meet Missouri Department of Transportation specifications.

Blades to be selected by the County Highway Department from the following sizes:

**GRADER BLADES**

**STEEL**

Square ends - double beveled curve, DH2 heat treated.

DBC 6' x 8" x 5/8" bolt size, one (1) piece

**CARBIDE STEEL**

Square ends – single beveled curve, DH2 heat treated

SBC 4' x 5" x 5/8" bolt size

**SNOW PLOW BLADES**

**CARBIDE STEEL**

10' X 8" X 5/8" bolt size, multiple sections

**DELIVERY**

Price shall include delivery to Camden County Road & Bridge Department South Facility located at 172 VFW Road Camdenton, Missouri, 65020.



## **BID PROPOSAL #240128-N**

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-N**

**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

Lifetime warranty against breakage on D142  
OEM edges.

No warranty on the high Carbon Blades

Thanks  
Steve Bush

**FOLEY**  
EQUIPMENT



**FOLEY INDUSTRIES**  
Foley Equipment Company \* Foley Power Solutions  
Foley Rental \* Foley RIG360 Truck Centers \* SITECH

LOCATION:  
1040 SEDALIA RD  
Sedalia, MO 65301  
(660) 829-7400

FOR INQUIRIES PLEASE  
REFERENCE THIS NUMBER

CUSTOMER QUOTE \* EXPIRES 04/18/24

\*CHARGE\*

DOCUMENT NO. 440003634

SOLD TO CAMDEN COUNTY COURT HOUSE CA CUSTOMER NO. 010070  
ATTN ACCOUNTS PAYABLE  
1 COURT CIR STE 2  
CAMDENTON MO 65020

STORE 44  
7 ft edges

W/C LOC	W/C PIECES	ACK
FILED BY	WEIGHT	
BILL OF LADING		

ORDERED BY TELEPHONE 573-346-4440 CUST. ORDER NO. 7FT BLADES INSTRUCTIONS DELIVERY LOCATION SHIP VIA

MAKE MA MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT. BY REFERENCE NO. PAGE

ITEM NO. ORDER SHIP B/O PARTS SALES PERSON: STEVE T BUGG PART NUMBER/ DESCRIPTION LOCATION N/R TR SOS WEIGHT GROSS UNIT PRICE EXTD PRICE

ITEM NO.	ORDER SHIP B/O	PARTS SALES PERSON	PART NUMBER/ DESCRIPTION	LOCATION	N/R	TR	SOS	WEIGHT	GROSS	UNIT PRICE	EXTD PRICE
1	1	1	5D-9561 CUTTING EDGE					000	105.3	5/8	201.05
								35.00%		-70.37	130.68
											DEM
2	1	1	5D-9559 EDGE					000	130.0	3/4	236.58
								35.00%		-82.80	153.78
											DEM
3	1	1	7T-1643 EDGE-CUTTING					000	109.0	5/8	129.74
								35.00%		-45.41	84.33
											High Carbon
4	1	1	7T-1623 EDGE-CUTTING					000	126.6	3/4	151.91
								35.00%		-53.17	98.74
											High Carbon

TOTAL GROSS WEIGHT OF SHIPPED ITEMS 470.9  
PARTS INDICATED BY \*\* IN N/R COLUMN ARE NON-RETURNABLE  
TAX EXEMPT LIC # 12485489

SHIPPED BY \_\_\_\_\_ DATE SHIPPED \_\_\_\_\_ CONTINUED . . . . .  
RECEIVED BY \_\_\_\_\_ SHIP LIST  
This order is subject to the terms and conditions specified at: www.foleyeq.com/terms-and-conditions-parts.html which are incorporated herein by reference.  
Thank You!

**FOLEY**  
EQUIPMENT



**FOLEY INDUSTRIES**  
Foley Equipment Company \* Foley Power Solutions  
Foley Rental \* Foley RIG360 Truck Centers \* SITECH

LOCATION:  
1040 SEDALIA RD  
Sedalia, MO 65301  
(660) 829-7400

FOR INQUIRIES PLEASE  
REFERENCE THIS NUMBER

CUSTOMER QUOTE \* EXPIRES 04/18/24

\* CHARGE \*

SOLD TO CAMDEN COUNTY COURT HOUSE CA CUSTOMER NO. 010070  
ATTN ACCOUNTS PAYABLE  
1 COURT CIR STE 2  
CAMDENTON MO 65020

SHIP TO  
1414 MLBD  
Rotating Bits  
STORE 44

DOCUMENT NO. 440003631

W/C LOC	W/C PIECES	ACK
FILLED BY	WEIGHT	
BILL OF LADING		

ORDERED BY TELEPHONE 573-346-4440 CUST. ORDER NO. QUOTE

MAKE MODEL SERIAL NO. EQUIP. NO. ARRANGEMENT NO. DATE TIME ENT. BY REFERENCE NO. PAGE  
3/18/24 13:51:24 STB 1

ITEM NO.	QUANTITY	PART DESCRIPTION	LOCATION	N/R	TR	SOS	WEIGHT	UNIT PRICE	EXTD PRICE
1	2	ADPTR MLDBRD					79.6	1483.60	1928.68
GET - CUSTOMER PARTS DISCOUNT									
2	98	BIT AS-RIBBE					23.12	-8.09	1472.94
GET - CUSTOMER PARTS DISCOUNT									
3	2	ADAPTER					72.4	-699.27	2597.28
GET - CUSTOMER PARTS DISCOUNT									
TOTAL GROSS WEIGHT OF SHIPPED ITEMS							392.2		

PARTS INDICATED BY '\*' IN N/R COLUMN ARE NON-RETURNABLE

14' MLBD  
Rotating Bits

TAX EXEMPT LIC # 12485489

USD SELL TOTAL 5998.90

SHIPPED BY \_\_\_\_\_  
DATE SHIPPED \_\_\_\_\_

This order is subject to the terms and conditions specified at:  
www.foleyeq.com/terms-and-conditions-parts.html which are incorporated herein by reference.

\*\* SIGNATURE REQUIRED \*\*  
X \_\_\_\_\_

Thank You!

RECEIVED BY

SHIP LIS



**FOLEY INDUSTRIES**  
 Foley Equipment Company \* Foley Power Solutions  
 Foley Rental \* Foley RIG360 Truck Centers \* SITECH

LOCATION:  
 1040 SEDALIA RD  
 Sedalia, MO 65301  
 (660) 829-7400

FOR INQUIRIES PLEASE  
 REFERENCE THIS NUMBER

CUSTOMER QUOTE \* EXPIRES 04/18/24

SOLD TO CAMDEN COUNTY COURT HOUSE CA CUSTOMER NO. 010070  
 ATTN ACCOUNTS PAYABLE  
 1 COURT CIR STE 2  
 CAMDENTON MO 65020 STORE 44

*124 MLBD Rotating Bits*

DOCUMENT NO. 440003629

W/C LOC	W/C PIECES	ACK
FILLED BY	WEIGHT	
BILL OF LADING		

ORDERED BY TELEPHONE 573-346-4440 CUST. ORDER NO. QUOTE BID INSTRUCTIONS DELIVERY LOCATION SHIP VIA

MAKE MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT. BY REFERENCE NO. PAGE  
 AA 140 3/18/24 10:26:46 STB 1

ITEM NO.	QUANTITY	PART DESCRIPTION	LOCATION	N/R	TR	SOS	WEIGHT	UNIT PRICE	EXTD PRICE
1	4	ADPTR MLDBRD					53.7	1483.60	3857.36
GET - CUSTOMER PARTS DISCOUNT									
2	84	BIT AS-RIBBE					23.12	-8.09	1262.52
GET - CUSTOMER PARTS DISCOUNT									
TOTAL GROSS WEIGHT OF SHIPPED ITEMS							290.4		
PARTS INDICATED BY ** IN N/R COLUMN ARE NON-RETURNABLE									

*124 MLBD 3088574*

*Rotating Bits*

TAX EXEMPT LIC # 12485489  
 USD SELL TOTAL 5119.88

SHIPPED BY \_\_\_\_\_  
 DATE SHIPPED \_\_\_\_\_

This order is subject to the terms and conditions specified at:  
 www.foleyeq.com/terms-and-conditions-parts.html which are incorporated herein by reference.

\*\* SIGNATURE REQUIRED \*\*  
 X \_\_\_\_\_

Thank You!

RECEIVED BY

SHIP LIS

**FOLEY**  
EQUIPMENT



**FOLEY INDUSTRIES**  
Foley Equipment Company \* Foley Power Solutions  
Foley Rental \* Foley RIG360 Truck Centers \* SITECH

LOCATION:  
1040 SEDALIA RD  
Sedalia, MO 65301  
(660) 829-7400

FOR INQUIRIES PLEASE  
REFERENCE THIS NUMBER

CUSTOMER QUOTE \* EXPIRES 04/18/24

\* CHARGE\*

SOLD TO CAMDEN COUNTY COURT HOUSE CA CUSTOMER NO. 010070  
ATTN ACCOUNTS PAYABLE  
1 COURT CIR STE 2  
CAMDENTON MO 65020

SHIP TO

STORE  
44

*6 ft edges*

DOCUMENT NO. 440003633

W/C LOC	W/C PIECES	ACK
FILED BY	WEIGHT	
BILL OF LADING		

ORDERED BY \_\_\_\_\_ TELEPHONE 573-346-4440 CUST. ORDER NO. GRADER BLADE QUOTE INSTRUCTIONS DELIVERY LOCATION SHIP VIA

MAKE MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT. BY REFERENCE NO. PAGE  
3/18/24 14:16:59 STB 1

ITEM NO.	QUANTITY	PART NUMBER / DESCRIPTION	LOCATION	N/R	TR	SOS	WEIGHT	UNIT PRICE	EXTD PRICE
----------	----------	---------------------------	----------	-----	----	-----	--------	------------	------------

1 1 1 5D-9562 CUTTING EDGE DISCOUNT 000 93.0 578 thick 172.82 05m 112.33

2 1 1 5D-9558 EDGE DISCOUNT QN 000 111.0 3/4 thick 204.38 05m 132.85

3 1 1 7T-1634 EDGE-CUTTING DISCOUNT \* QN 000 109.2 3/4 thick 129.87 High Carbon 84.42

4 1 1 7T-1636 EDGE-CUTTING DISCOUNT \* QN 000 93.0 5/8 thick 111.54 High Carbon 72.50

TOTAL GROSS WEIGHT OF SHIPPED ITEMS 406.2

PARTS INDICATED BY \*\* IN N/R COLUMN ARE NON-RETURNABLE

TAX EXEMPT LIC # 12485489

SHIPPED BY \_\_\_\_\_  
DATE SHIPPED \_\_\_\_\_

This order is subject to the terms and conditions specified at:  
www.foleyeq.com/terms-and-conditions-parts.html which are incorporated herein by reference.

X \_\_\_\_\_ RECEIVED BY \_\_\_\_\_ CONTINUED . . . . .  
*Thank You!*



**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

**STEEL GRADER BLADES**

		<u>PRICE (EA)</u>
6' long X 8" height X 5/8" thick with 5/8" bolt size	509562	<u>82.<sup>00</sup></u>
6' long X 8" height X 3/4" thick with 5/8" bolt size	509558	<u>100.<sup>00</sup></u>

**ROTATING CARBIDE STEEL TIP BLADES**

6' long X 8" height X 5/8" thick with 5/8" bolt size	_____
6' long X 8" height X 3/4" thick with 5/8" bolt size	_____
7' long X 8" height X 5/8" thick with 5/8" bolt size	_____
7' long X 8" height X 3/4" thick with 5/8" bolt size	_____

**CARBIDE STEEL SNOW PLOW BLADES**

4' long X 6" height X 3/4" thick with 5/8" bolt size	CIAT664844SK <u>280.<sup>00</sup></u>
3' long X 6" height X 3/4" thick with 5/8" bolt size	CIAT663644SK <u>220.<sup>00</sup></u>

Minimum order required

300 on grader blades

Bidder Information

Company: Heavyquip

Print Name: Mike Beam

Title: Outside Sales

Address: 9820 Britton st Phone: 913-764-0214

City/State/Zip: Lenexa Ks. 66219 ~~Ext:~~ Cell 913-915-6484

Email: mbeam@heavyquip.com

Signature: Mike Beam Date: 3/22/24

All bids shall be in effect until new bids are awarded March 26, 2025.



# BID PROPOSAL #240128-N

## EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION
509562	Canada	
509558	Canada	
QTAT664844SK	Canada	
QTAT663644SK	Canada	

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

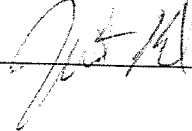
COMPANY NAME

Oil & Fluids

(2 Bids Received)

#1

BIDDER INFORMATION

Company: Dennis Oil Company  
Print Name: Justin Kiral  
Title: Sales Manager  
Address: 5508 Bus. SCW Phone: 573-221-7660  
City/State/Zip: Jett City, MO 65109 Fax: 573-293-8531  
Email: Jettcity@doilube.com  
Signature:  Date: 3-21-2024

**BID PROPOSAL 240128-H**

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

<b>Item</b>	<b>Estimated Quantity</b>	<b>Units</b>	<b>Price</b>
15/40 CK-4 Engine Oil	950	Bulk Gallons	13.39
15/40 CK-4 Engine Oil	5	55 Gal Drum	215.49
15/40 CK-4 Engine Oil	5	5 Gallon Jug	79.49
All Year Semi Synthetic 5W-20 Oil	6	55 Gal Drum	737.50
All-Year Semi Synthetic 5W-30 Oil	3	55 Gal Drum	737.50
Full Synthetic Dexos 0W-20 Oil	2	55 Gal Drum	919.50
UTF Premium w/ Boosted Additive Package	374	Bulk Gallons	12.25
UTF Premium w/ Boosted Additive Package	4	55 Gal Drum	749.00
UTF Premium w/ Boosted Additive Package	29	5 Gallon Jug	75.00
TO-4 10W	1	55 Gal Drum	279.00
TO-4 10W	7	5 Gallon Jug	37.50
TO-4 30W	2	55 Gal Drum	279.00
TO-4 30W	2	5 Gallon Jug	27.50
Chainsaw Bar and Chain Oil	15	3/1 Gallon Jug	42.75 case
Antifreeze Concentrate (Green)	1	55 Gal Drum	475.00
Ext-Life Antifreeze Concentrate (Red)	4	55 Gal Drum	399.00
Universal Antifreeze (Yellow) (50/50 Prediluted)	2	55 Gal Drum	449.00
#2 Lithium Complex Grease – 100 Timken Load	1	120 Lb Case	670.00
#2 Lithium Complex Grease – 100 Timken Load	400	14 Oz Tube	5.99
F-140 Solvent	1	55 Gal Drum	549.00
Diesel Exhaust Fluid	8	55 Gal Drum	179.00
Diesel Exhaust Fluid	6	1 Gallon Jug Bulk	1.99

All bids will be in effect until new bids are awarded March 26, 2025.

**BID PROPOSAL 240128-H**

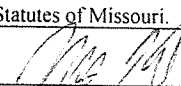
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SIGNATURE 	
COMPANY NAME <i>Dennis Oil Company</i>	

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

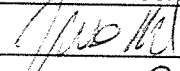
**Section C – Products May Qualify Because of Qualifying Treaty**

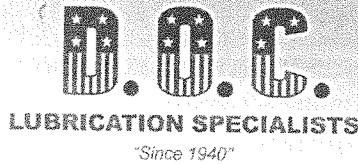
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BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE 
COMPANY NAME <i>Dennis Oil Company</i>



## CK-4 10W-30 AND 15W-40

### DESCRIPTION:

D.O.C. KLEEN-TECH CK-4 represents the highest level of engine protection and performance ever built into a new lubricant specification.

D.O.C. KLEEN-TECH CK-4 is designed for all diesel engine applications, including today's emission controlled engines with EGR and diesel particulate filters using Ultra-Low Sulfur Diesel fuel (<15 ppm Sulfur) (ULSD) and Low Sulfur Diesel (LSD).

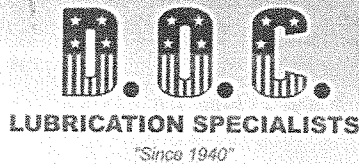
D.O.C. KLEEN-TECH CK-4 is formulated with our Soot Buster Technology to provide improved wear protection, deposit and oil consumption control, prevention of viscosity loss from shearing, used oil low-temperature pump ability and protection from thermal and oxidative breakdown.

### BENEFITS:

- Excellent soot-viscosity control – KLEEN-TECH Soot Buster Technology (63% Lower Viscosity Increase)
- Improves Oxidation performance by over 60% compared to API CJ-4 technology
- Exceptional Cummins ISB Wear performance demonstrated at FA-4 HTHS levels
- Outstanding cylinder, bearing and ring wear results (Mack T-12)
- Outstanding cross-head and injector screw weight loss (Cummins ISM)
- Excellent bore polish and cylinder wear results (MB OM501LA)
- Demonstrated excellent oil control in Caterpillar C13 and Mack T-12
- Outstanding piston deposit performance (Caterpillar 1N)
- Excellent piston cleanliness and engine deposits performance (MB OM501LA/OM646LA)
- High HTHS rate of 3.5cP or above (PC-11A, CK-4)- Backwards compatible to CJ-4 & older

### APPLICATIONS:

D.O.C. KLEEN-TECH CK-4 is intended for all diesel powered equipment



## All Year Motor Oils

# 5W-20, 5W-30, 10W-30

### DOC

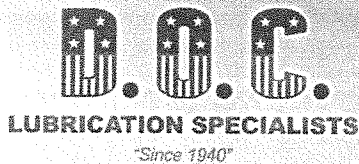
**ALL-YEAR SYNTHETIC BLEND GF-6A MOTOR OILS** are premium-quality, high detergent automotive engine oils specially formulated to meet the stringent lubrication requirements of today's engines. A unique blend of synthetic and high viscosity index Group II mineral oils combined with a carefully selected additive package, provide maximum protection against wear, rust, corrosion, oxidative thickening, acid formation, sludge and varnish deposits. API SP provides emission system, turbocharger, LSPI and timing chain protection. Also helps to protect engines when operating on ethanol-containing fuels up to E85.

**DOC ALL-YEAR SYNTHETIC BLEND GF-6A MOTOR OILS** meet or exceed the requirements of GM 6094M (SAE 5W-20, 5W-30, 10W-30) and Ford WSS-M2C960-A1 (SAE 5W-20) and WSS-M2C961-A1 (SAE 5W-30), Chrysler MS-6395 (SAE 5W-20, 5W-30, 10W-30). Meets Toyota Specifications, and Honda Service Fill Specifications (SAE 5W-20, SAE 5W-30 and SAE 10W-30).

All grades meet or exceed API Service Category SP, SN Plus, SN, SM, SL, SJ, and comply with ILSAC GF-6A requirements.

### Benefits

- Improved fuel economy
- Increased sludge protection
- Enhanced piston cleanliness
- Increased emission protection
- ILSAC GF-6A Resource Conserving formula



## DEXOS MAG 1

**FULL SYNTHETIC 0W20, 5W20 & 5W30**



### DESCRIPTION

D.O.C. Dexos Mag 1 motor oil is a full synthetic state of the art, advanced technology motor oil which provides the highest level of engine protection available, even under the most severe operating conditions.

D.O.C. Dexos Mag 1 provides exceptional resistance to high temperature oxidation thickening. Our sophisticated additives prevent sludge formation commonly caused by moisture and combustion by-products. Exceptionally high viscosity indices minimize cold weather oil thickening, which greatly reduces battery drain and engine wear, even at subzero start ups.

### BENEFITS

D.O.C. Dexos Mag 1 is formulated to prevent engine wear. Even in the most severe GM tests. D.O.C. Dexos Mag 1 exceeds the performance limits by 65%.

D.O.C. Dexos Mag 1 keeps pistons cleaner than GF-5 minimizing oil consumption and maintaining power and compression performance.

D.O.C. Dexos Mag 1 chemistry significantly out performs the industry requirement, reducing engine sludge to near zero.

D.O.C. Dexos Mag 1 is emission conserving and also protects the car's catalyst system to help protect the environment.

Exceeds GM dexos1 specifications for world wide warranty requirements for all GM automotive gasoline engines currently in use. Meets requirements of API SN, SM or SL and ILSAC GF-5 or GF-4. Suitable for use where GM 4718M and GM 6094M was previously recommended.





## PREMIUM UNIVERSAL TRACTOR FLUID

### DESCRIPTION:

This product is a highly developed hydraulic/transmission fluid, which performs the following functions:

Lubricates the transmission, differential and final drive gears.

Acts as a power steering, power brake, power take-off and implement drive fluid.

Provides a medium with the correct friction and heat transfer characteristics for proper operation of the tractor wet brakes and power take-off.

### QUALITIES:

The following characteristics make D.O.C. PREMIUM UNIVERSAL TRACTOR FLUID an outstanding product for multi-functional applications: Superior extreme pressure (EP) and anti-wear performance protects tractor transmissions, axles and hydraulic pumps. The frictional characteristics are designed to minimize "chatter" while permitting the wet brakes to hold properly. This frictional balance also provides smooth engagement of the power take-off clutch.

A special blend of base stocks maintains seals and gaskets used in modern tractors.

Its balanced formulation provides excellent rust and corrosion protection as well as good oxidation stability for high temperature service.

### APPLICATIONS:

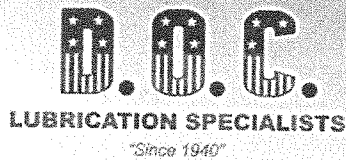
D.O.C. PREMIUM UNIVERSAL TRACTOR FLUID is recommended for most hydraulic fluid and transmission oil applications for tractors and implements, including: Allison C,C1,C2,C-3,C-4; AGCO (formerly Deutz-Allis, Allis-Chalmers) PF 821XL, ZFTE-ML06; Ford New Holland Ambra G134,M2C134-D, M2C41A/B, M2C53-A/B, M2C86-A/B, M2C48-A/B, FNHA-2-C-200,201 Mat 3505/3525; J.I. Case Hi-Lo CH Fluid TCH, TFD, JIC-143,144,145,185, MS-1205, 1206, 1207, Hy Trans Ultra & Plus 1209, 1210, Case O Matic Type A, B6, Hi-Vis; Massey Ferguson M-1103A,/B,1127A/B, M-1135, M-1110, M-1129A, M-1141, M-1143, Permatran; John Deere J-20C, J-20B J-20A, J14B/C, Type 303, Hy-Gard, Quatrol Approval No. 33; Kendall Hyken 052, Oliver Type White Farm Tractor; Type 55, Q1722, Q1760, Q1766, Q-1802, Q-1826, UHTF, White Universal Fluid; Minneapolis-Moline Fluids; Volvo; International Hy-Tran, B-6; Sundstrand Hydraulic Transmission Fluid; Kubota UDT, Kubota Super UDT; Komatsu; Clark Transmission, Denison HF-0, HF-1, HF-2; Hesston-Fiat AF-87; International Harvester Hy-Tran, B5/6/7; Landini; Stieger, SEMS 17001; Sundstrand Hydraulics; Versatile, Specs.23M or 24M; Caterpillar TO-2;

### **SPECIFICATIONS, APPROVALS AND RECOMMENDATIONS**

API SN Approved, API SM Meets Requirements, API SL Meets Requirements, API SH, SG, SF, SE, SD, SC Meets Requirements, API CK-4 Approved, Chrysler/Fiat MS-10902 Meets Requirements, API CJ-4 Approved, API CI-4 Plus, CI-4, CH-4, CG-4, CF-2, CF Meets Requirements, Ford WSS-M2C171-F1 Meets Requirements, Ford WSS-M2C171-E Meets Requirements, Mack EO-O Premium Plus, EO-N Premium Plus 03, EO-M Plus, and prior Meets Requirements, Mack EOS-4.5 Meets Requirements, CAT ECF-3, ECF-2, ECF-1-a Meets Requirements, Cummins CES 20081, 20077, 20076 Meets Requirements, Cummins 20086 Meets Requirements, Detroit Diesel 93K218, 93K215, 93K214 Meets Requirements, Detroit Diesel 938K222 Meets Requirements, CID A-A-52306, MIL-PRF-2104G Meets Requirements, MAN 3275, 270 Meets Requirements, MAN 3575 Meets Requirements, MB 228.3, 228.31 Meets Requirements, MTU Type I, Type II Meets Requirements, MTU 2.1 Meets Requirements, Renault RLD-4 Meets Requirements, Volvo VDS-4, 3, 2 Meets Requirements, Volvo VDS-4.5 Meets Requirements, Global DHD-1 Meets Requirements, JASO DH-2 Meets Requirements, ACEA E9, E7, E4, E2 Meets Requirements, CAT TO-2 Suitable for use, Allison C-4 Suitable for Use

<b>TYPICAL PROPERTIES:</b>	<b>10W-30</b>	<b>15W-40</b>
Gravity, API ASTM	31.39	31.37
Specific Gravity @ 60 F (15.6C) ASTM	0.8687	.8688
Viscosity @ 40C cST ASTM D445	82.06	117.4
Viscosity @ 100C cST ASTM D445	12.21	15.98
Viscosity Index ASTM D2270	149	145
Pour Point, °C(°F) ASTM D2270 149	-39C(-38F)	-36C(-33F)
Cold Cranking Simulator at C, cP	(-25)	(-20)
High Temperature/High Shear Vis at 150C,cP	3.5	4.2
Noack Volatility, %loss ASTM D6375	13	12
Sulfated Ash, wt %	0.99	.99
Pumping Viscosity at C, cP	23,000(-30)	20,000 (-25)
TBN, mgKOH/g	10.0	10.0

All reasonable care has been taken to ensure that the information obtained in this publication is accurate as of the date of printing. However, such information may nevertheless be effected by changes in the blend formulation occurring subsequent to the date of printing. D.O.C. LUBRICATION warrants only that its product will meet those specifications designated as such herein or in any other publications.

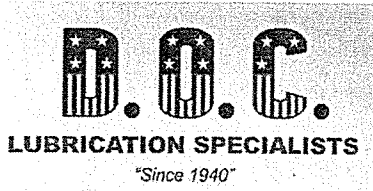


## PREMIUM UNIVERSAL TRACTOR FLUID

### TYPICAL PROPERTIES:

Gravity, API	28.0
Pounds Per Gal.	7.39
Flash Point, °F	380
Viscosity, cp @ 0°F, Max.(2)	4500
Viscosity, cSt @ 100°C	8.9-9.4
Viscosity, SUS @ 100 °F (1)	310
Viscosity Index	130
Pour Point, °F	-30
Sulfated Ash %	1.4-1.7
Foam Test (3)	Pass

- Notes: (1) Typical Value  
(2) ASTM D 2983 Brookfield)  
(3) ASTM D 892

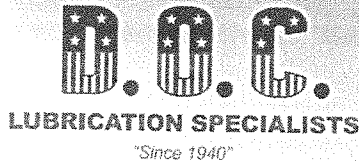


# All Year Motor Oils

## 5W-20, 5W-30, 10W-30

### Typical Properties:

DOC ALL YEAR SYNTHETIC BLEND GF-6A			
SAE Grade	5W-20	5W-30	10W-30
API GRAVITY @ 60 F	33.4	33.1	30.1
SP. GR. @ 60 F	.8581	.8595	.8702
FLASH, COC, F	428	420	430
POUR PT., F	-38	-38	-30
VISCOSITY, cSt @ 40C	50.3	60.8	68.2
VISCOSITY, cSt @ 100C	8.6	10.2	10.3
VISCOSITY INDEX	149	156	137
API SERVICE CATEGORY	SP	SP	SP
ILSAC	GF-6A	GF-6A	GF-6A



## TO-4 FLUID

# 10, 30 AND 50

### DESCRIPTION:

D.O.C. TO-4 FLUIDS are specifically designed drive train fluids for use in transmissions, final drives, and hydraulic systems requiring a fluid meeting Caterpillar TO-4, Allison C-4, or ZF-TE-ML 03C specifications. They are manufactured using high VI base oils, oxidation and corrosion inhibitors, extreme pressure and antiwear agents and a foam inhibitor. This formulation, with its carefully selected additives, results in a product that will provide maximum antiwear protection and prevent glazing on friction surfaces. Special inhibitors are also present which limit oil oxidation even at high operating temperatures. Additionally, its fluid flow properties and elastomer seal compatibility make it an ideal hydraulic fluid system lubricant when transmission fluid or engine oil products are recommended.

### FEATURES and BENEFITS:

- Full fluoroelastomer compatibility provides longer friction disc life, reduced downtime and lower maintenance costs.
- Unique heavy-duty transmission formulation controls sludge and varnish deposits to maintain a clean, efficient transmission.
- High quality base oils and antioxidant additives produce a lubricant with minimal viscosity change and excellent resistance to high temperature degradation for longer lubricant life.
- Thermally stable chemistry maintains proper friction retention between transmission and wheel brake friction disc assemblies.
- Full compatibility with diesel engine oil prevents potential damage resulting from accidentally mixing with engine oil in crankcase or transmission.
- Extra rust and corrosion additives protect mechanical components even if fluid is contaminated with water.

### APPLICATIONS:

D.O.C. TO-4 FLUIDS are recommended for use in Caterpillar Transmissions, Torque Converters, Final drives, and wet brake systems, Allison Powershift transmissions, other selected torque converters, and hydraulic systems.

Under normal conditions and temperatures, hydraulic systems use the 10W viscosity grade, transmissions use the 30W viscosity grade, and final drives use the 50W viscosity grade.

They are also recommended for use in heavy-duty truck transmissions requiring a fluid of SAE 10W or 30W viscosities. They are not recommended for use in systems where low brake chatter is a requirement.



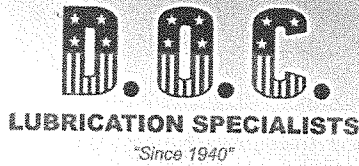
## DEXOS MAG 1

**FULL SYNTHETIC 0W20, 5W20 & 5W30**

### Property

### Typical Results

	<b>0W20</b>	<b>5W20</b>	<b>5W30</b>
Specific Gravity at 60°F	0.8495	0.8522	0.8542
API Gravity	35.07	34.54	34.15
Viscosity at 100°C, cSt	8.517	8.835	10.93
Viscosity at 40°C, cSt	46.47	50.93	63.95
Viscosity Index	163	153	163
Cold Cranking Simulator	6025(-35)	5226(-30)	5100(-30)
Zinc, % mass	0.08	0.085	0.085
Phosphorus, % mass	0.073	0.079	0.079
Calcium, % mass	0.227	0.214	0.214
Pour Point (F)	-54(F)	-49(F)	-49(F)
NOACK Volatility, %loss	11.6	10.9	10.5
High Temp High Shear Visc@150(C),cP	2.63	2.75	3.2



## CHAMELEON GOLD

# ANTI-FREEZE CONCENTRATE & PREMIX

### DESCRIPTION:

D.O.C. CHAMELEON GOLD Antifreeze is a "pre-charged" product and has an expected service life of five years, or 150,000 miles. CHAMELEON GOLD gives shops the versatility of carrying one product for coolant purposes. Always consult owners manual for OEM coolant requirements.

D.O.C. CHAMELEON GOLD Antifreeze meets ASTM D 3306 for automotive use, ASTM D 4985 for heavy-duty diesel applications and Caterpillar EC-1 for heavy-duty diesel long life antifreeze. CHAMELEON GOLD antifreeze will meet ASTM D 5345 and ASTM D 4656.

D.O.C. CHAMELEON GOLD Antifreeze is a carboxylate-based formulation that is compatible with and meets the specifications for most automotive applications that require a "long-life" coolant with this class of chemistry. It is phosphate free to meet the requirements of European OEM's and silicate free to meet the requirements of Japanese OEM's, including:

- Toyota/TSK26016
- Audi/VW TL774F
- Volkswagen
- Mercedes/B325.0 & .2

### PERFORMANCE SPECIFICATIONS:

ASTM D3306  
ASTM D4985  
ASTM D4656  
ASTM D5345  
ASTM D6210  
ATA RP302A  
ATA RP329  
ATA RP330  
Case Corp MS1710  
J.I. Case-501  
Caterpillar CAT DEAC  
Caterpillar EC-1  
Chrysler MS-7170 & 9769 GO5  
Cummins CES14603

Cummins 85T8-2 & 90T8-4  
Detroit Diesel 7SE298  
Detroit Diesel Power Cool  
Ford ESE-M97B44-A  
Ford ESE-M97B18-C  
Ford WSE M97B44-B

Ford WSS M97B44-D  
Ford WSS M97B51-A1  
Ford ESE M97B4H-A  
Ford New Holland 9-86  
Freightliner 48-22880  
Federal Spec A-A-870  
GM 1825M  
GM 1899M  
GM 6043M  
GM 6227M  
GSA A-A-52624A  
John Deere H24B1  
John Deere H24C1  
John Deere H-5

Mack Truck 014GS17004  
Navistar B1 (Type 1 & 2)

Paccar  
SAE J814C  
SAE J1034

SAE J1038  
SAE J1941  
TMC ATA RP329/302A  
BMW  
Honda HES D2009  
Hyundai  
Isuzu  
Mazda MEZ MW121D  
Mitsubishi  
Nissan  
Porche TL774C  
Porche TL774D  
Suzuki  
VW Diesel G-12  
Volvo Truck  
Waukesha 4-19470  
Dex-Cool

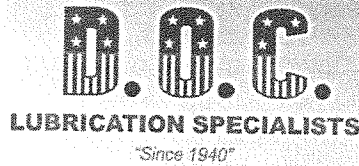
TO-4 Fluid *page 2*

## TYPICAL PROPERTIES:

SAE Grade	10W	30W	50W
API Gravity	30.4	29.4	26.9
Viscosity, SUS @ 100°F	196	431	945
Viscosity, cSt @ 40°C	38	83	180
Viscosity, cSt @ 100°C	6.0	10.0	17.4
Viscosity, Cold Crank, °C/Poise	-20/32	---	---
Viscosity Index	101	100	104
Flash Point, °C(°F)	195(383)	195(383)	255(491)
Pour Point, °C(°F)	-36(-33)	-24(-11)	-15(+5)

All reasonable care has been taken to ensure that the information obtained in this publication is accurate as of the date of printing. However, such information may nevertheless be effected by changes in the blend formulation occurring subsequent to the date of printing.





## EXTENDED LIFE ANTI-FREEZE 50/50

### DESCRIPTION:

D.O.C. 50/50 EXTENDED-LIFE Antifreeze is a "pre-charged" product and has an expected service life of five years, or 150,000 miles.

D.O.C. 50/50 EXTENDED-LIFE Antifreeze meets ASTM D 3306 for automotive use, ASTM D 4985 for heavy-duty diesel applications and Caterpillar EC-1 for heavy-duty diesel long life antifreeze. Extended-Life antifreeze will meet ASTM D 5345 and ASTM D 4656.

D.O.C. 50/50 EXTENDED-LIFE Antifreeze is a carboxylate-based formulation that is compatible with and meets the specifications for most automotive applications that require a "long-life" coolant with this class of chemistry. It is phosphate free to meet the requirements of European OEM's and silicate free to meet the requirements of Japanese OEM's, including:

- Toyota/TSK26016
- Audi/VW TL774F
- Volkswagen
- Mercedes/B325.0 & .2

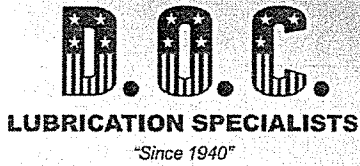
### PERFORMANCE SPECIFICATIONS:

ASTM D3306  
ASTM D4985  
ASTM D4656  
ASTM D5345  
ASTM D6210  
ATA RP302A  
ATA RP329  
ATA RP330  
Case Corp MS1710  
J.I. Case-501  
Caterpillar CAT DEAC  
Caterpillar EC-1  
Chrysler MS-7170 & 9769  
Cummins CES14603  
  
Cummins 85T8-2 & 90T8-4  
Detroit Diesel 7SE298  
Ford ESE-M97B44-A  
Ford ESE-M97B18-C  
Ford WSE M97B44-B

Ford WSS M97B44-D  
Ford WSS M97B51-A1  
Ford ESE M97B4H-A  
Ford New Holland 9-86  
Freightliner 48-22880  
Federal Spec A-A-870  
GM 1825M  
GM 1899M  
GM 6043M  
GM 6227M  
GSA A-A-52624A  
John Deere H24B1  
John Deere H24C1  
John Deere H-5

Mack Truck 014GS17004  
Navistar B1 (Type 1 & 2)  
Paccar  
SAE J814C  
SAE J1034

SAE J1038  
SAE J1941  
TMC ATA RP329/302A  
BMW  
Honda HES D2009  
Hyundai  
Isuzu  
Mazda MEZ MW121D  
Mitsubishi  
Nissan  
Porche TL774C  
Porche TL774D  
Suzuki  
VW Diesel G-12  
Volvo Truck  
Waukesha 4-19470



# EXTENDED LIFE ANTI-FREEZE 50/50

D.O.C. 50/50 EXTENDED-LIFE Antifreeze

page 2

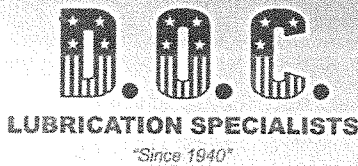
## TYPICAL PROPERTIES:

Specific Gravity, 15.6°C	1.110 – 1.145
Color	Reddish Orange
Flash Point, COC, °F, ASTM D 93	230 Min
Equilibrium Boiling Point, °F ASTM D-1120	300 Min
Corrosion Weight Loss, MG/Coupon, Max*	
Brass	10
Copper	10
Solder	15
Steel	5
Iron	5
Aluminum	15
Foaming Characteristics ASTM D-1881	
Increase in Volume during Aeration, ml	50 Max
Break Time Sec	5 Max
Freeze Point °F ASTM D-1177, 50% Sol	-34 Max
pH (1:1 concentration)	7.0 – 11.0
Reserve Alkalinity ASTM D-1121,	10 Min
Water Weight, % ASTM D-1123	5.0
* Glassware Corrosion Test ASTM D-1384	
D-4985 Heavy Duty Spec. Silicon by ICP, ppm	100 Max

## RECOMMENDED CONCENTRATIONS:

A 50% by volume concentration provides the maximum inhibitor protection.

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# L. S. ANTI-FREEZE

## DESCRIPTION:

D.O.C. ALLYEAR ANTI-FREEZE/SUMMER COOLANT is specifically formulated to meet the coolant performance requirements of Automotive/Light duty vehicles as well as those of Heavy Duty Diesel engines.

D.O.C. ALLYEAR ANTI-FREEZE/SUMMER COOLANT provides corrosion protection for all cooling system metals, in all engine applications, including heat rejection aluminum components such as cylinder heads and blocks common to modern automobile, also has bittering agent. In addition to this protection, ALLYEAR ANTI-FREEZE/SUMMER COOLANT is also low in silicon content and meets the requirements of Heavy Duty Diesel engine manufactures. This coolant is suitable for the addition of Supplemental Coolant Additives (SCA) for Heavy Duty applications.

## APPLICATIONS:

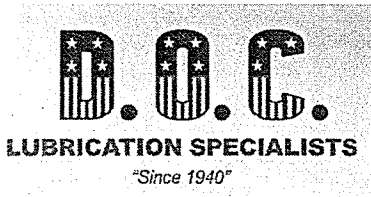
D.O.C. ALLYEAR ANTI-FREEZE/SUMMER COOLANT meets or exceeds the following coolant specifications:

ASTM	D-3306, D-4985
CGSB	CAN 2-3.890.M83
General Motors	GM 1899M, GM 6038M*

\* D.O.C. ALLYEAR ANTI-FREEZE/SUMMER COOLANT meets or exceeds the performance requirements associated with GM 6038M and Detroit Power Cool coolant.

## TYPICAL PROPERTIES:

pH (50% solution)	11.0 max.	ASTM D-1287
(33 1/3% solution)	10.0 max.	
Reserve Alkalinity (ml)	10 min.	ASTM D-1287
Specific Gravity (60°C)	1.110-1.145	ASTM D-1121
Equilibrium Boiling Point	150°C min.	ASTM D-1120
Freeze Point (50% solution)	-37°C	ASTM D-1177
Foaming:		
Foam Height (ml)	50 max.	ASTM D-1181
Break Time (sec)	5 max.	
Flash Point	116°C	ASTM D-92
Fire Point	120°C	ASTM D-92
Ash Content (wt.%)	2 max.	ASTM D-1119
Color	Green	
Silicon	250 ppm max.	
Composition (% by wt.)		
Total Glycols	94% min.	
Inhibitors & Dye	2.0 % min.	
Total Apparent Water	3.5% max.	
Chloride (ppm)	25 max.	



# L. S. ANTI-FREEZE

## PERFORMANCE TESTING

### ASTM D-1384 GLASSWARE CORROSION TEST - weight loss in mgs.

<u>Metal</u>	<u>Allyear Antifreeze</u>	<u>ASTM D-3306</u>	<u>ASTM D-4985</u>
Copper	0.9	10	10
Solder	3.3	30	30
Brass	1.3	10	10
Steel	0.3	10	10
Cast Iron	2.9	10	10
Aluminum	+1.8	30	30

### ASTM D-2570 SIMULATED-SERVICE CORROSION TEST - weight loss in mgs.

<u>Metal</u>	<u>Allyear Antifreeze</u>	<u>ASTM D-3306</u>	<u>ASTM D-4985</u>
Copper	5	20	20
Solder	3	60	60
Brass	6	20	20
Steel	1	20	20
Cast Iron	2	20	20
Aluminum	0	60	60

### ASTM D-4340 HEAT REJECTING ALUMINUM CORROSION TEST

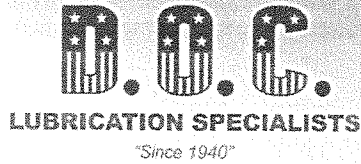
<u>Product</u>	<u>Corrosion Rate (mgs/cm<sup>2</sup> - week)</u>
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D.O.C. Allyear Antifreeze	0.18
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(ASTM D-3306 specifies rate 1.0 mgs/cm<sup>2</sup> - week max.) (No specified requirement by ASTM D-4985)

### ASTM D-2809 ALUMINUM PUMP CAVITATION CORROSION TEST

	<u>Allyear Antifreeze</u>	<u>ASTM D-3306</u>	<u>ASTM D-4985</u>
Rating	8+	8	8
Shelf Life Stability	2 years		



**GREASE**

**MAGNUM 3303**

### **DESCRIPTION:**

D.O.C. MAGNUM 3303 is a premium quality Lithium complex lubricant compounded with a blend of high-grade polymers that provide a tough adhesive film many times stronger than conventional products without polymers. These polymers give Magnum 3303 a protective quality unequalled by non-polymerized lubricants.

D.O.C. MAGNUM 3303 contains viscous, adhesive polymers, which provide a multi-grade effect to the oils in this product to furnish the proper film thickness over a wide range of temperatures and conditions. It has excellent heat reversion characteristics and will not gel or soften after being alternately heated and cooled. A specially formulated additive package gives it excellent resistance to water washout, excellent resistance to rust and oxidation, and its extreme pressure agents enable it to pass a 100 lb. Timken OK Load Test. This superb product has the highest dropping point (575°F) found in petroleum greases.

D.O.C. MAGNUM 3303 is truly universal grease recommended for the following applications:

- Heavy-duty chassis lubrication
- Ball joints, king pins, steering knuckles
- Open gears, racks and cams
- Underwater applications
- Wherever an adhesive lubricant is required

### **FEATURES AND BENEFITS:**

- Blend of High-Grade polymers resist shear breakdown and provide excellent water spray-off and washout resistance. They also help seal out moisture and dirt contamination.
- Anti-wear protection additives greatly prolong component life.
- Anti-oxidation additives provide stability to withstand high temperatures for longer service intervals.
- Rust and Corrosion prevention additives exhibit excellent characteristics on both ferrous and non-ferrous metals even when dirt, water and salt are present.
- Formulated with a series of heat-activated additives providing lubricity over an increased range of temperatures for continuous lubrication in the most adverse conditions.
- Protects better, lasts longer. End result is equipment lasts longer and you use less product.

**DENNIS OIL COMPANY**

**SPECIALIZING IN HEAVY-DUTY COMMERCIAL AND INDUSTRIAL LUBRICANTS**

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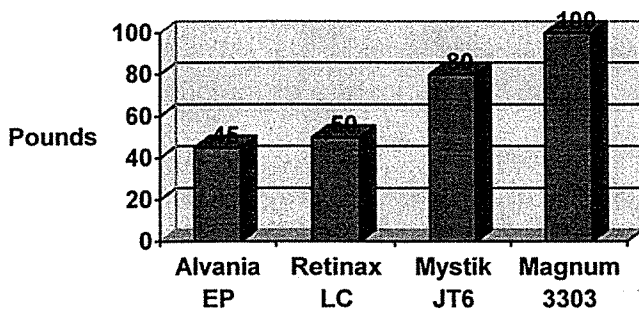


# MAGNUM 3303

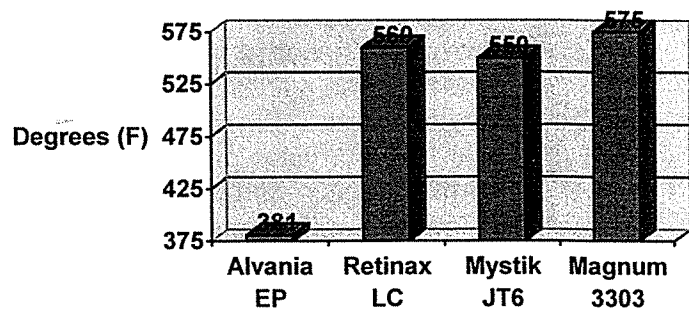
## TYPICAL PROPERTIES:

NLGI Grade	2
Thickener	Lithium Complex
Worked Penetration (60 strokes)	265-295
Dropping Point, °F (ASTM D 2265)	575
Color	Red
Water Resistance	Excellent
Stability	
ASTM D 217 60 Stroke - 10,000 Stroke	+/- 15
Roll (ASTM D 1831), 1/4 Scale Pen.	+/- 5
Oxidation Stability (ASTM D 942)	
LB Loss/100 Hrs.	3
Oil Separation and Leakage	-
Cone Screen (FTM 321), 50 Hrs. @ 210°F/%	1
Wheel Bearing (ASTM D 1263M), 260°F, Grams	1
Extreme Pressure	
Timken (ASTM D 2509), OK Load, Lbs	100
Four Ball (ASTM D 2596) Weld Point, KGF	400
LWI	40
Rust Prevention (ASTM D 1743)	Pass
MINERAL OIL	
Viscosity, cSt @ 40°C	428
Viscosity, cSt @ 100°C	33.2
Viscosity, SUS @ 100°F	1983
Viscosity, SUS @ 210°F	157
Viscosity Index	113
Pour Point °C (ASTM D 97)	-12 (+10°F)

**Timken OK Load Test Results**

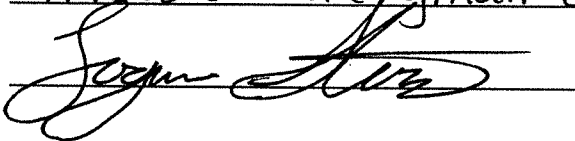


**Dropping Point Comparisons**



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BIDDER INFORMATION

Company: Frisco Oil, LLC  
Print Name: Logan Starner  
Title: Managing Member  
Address: P.O. Box 102 Phone: 573-855-7175  
City/State/Zip: Stoutland, MD 65567 Fax: N/A  
Email: frisco.oil22@gmail.com  
Signature:  Date: 3-22-2024

**BID PROPOSAL 240128-H**

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

<b>Item</b>	<b>Estimated Quantity</b>	<b>Units</b>	<b>Price</b>
15/40 CK-4 Engine Oil	950	Bulk Gallons	14,373.50
15/40 CK-4 Engine Oil	5	55 Gal Drum	4,215.75
15/40 CK-4 Engine Oil	5	5 Gallon Jug	449.75
All Year Semi Synthetic 5W-20 Oil	6	55 Gal Drum	4,240.50
All-Year Semi Synthetic 5W-30 Oil	3	55 Gal Drum	2,120.25
Full Synthetic Dexos 0W-20 Oil	2	55 Gal Drum	1,897.50
UTF Premium w/ Boosted Additive Package	374	Bulk Gallons	5,015.34
UTF Premium w/ Boosted Additive Package	4	55 Gal Drum	3,121.80
UTF Premium w/ Boosted Additive Package	29	5 Gallon Jug	2,173.55
TO-4 10W	1	55 Gal Drum	835.45
TO-4 10W	7	5 Gallon Jug	602.00
TO-4 30W	2	55 Gal Drum	1815.00
TO-4 30W	2	5 Gallon Jug	173.50
Chainsaw Bar and Chain Oil	15	1 Gallon Jug	177.30
Antifreeze Concentrate (Green)	1	55 Gal Drum	458.20
Ext-Life Antifreeze Concentrate (Red)	4	55 Gal Drum	1918.00
Universal Antifreeze (Yellow) (50/50 Prediluted)	2	55 Gal Drum	850.30
#2 Lithium Complex Grease – 100 Timken Load	1	120 Lb Case	614.20
#2 Lithium Complex Grease – 100 Timken Load	400	14 Oz Tube	1540.00
F-140 Solvent	1	55 Gal Drum	646.25
Diesel Exhaust Fluid	8	55 Gal Drum	1918.40
Diesel Exhaust Fluid	6	1 Gallon Jug	66.30

All bids will be in effect until new bids are awarded March 26, 2025.



**BID PROPOSAL 240128-H**

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

<b>Item</b>	<b>Estimated Quantity</b>	<b>Units</b>	<b>Unit Price</b>
15/40 CK-4 Engine Oil	950	Bulk Gallons	15.13 per gal.
15/40 CK-4 Engine Oil	5	55 Gal Drum	843.15
15/40 CK-4 Engine Oil	5	5 Gallon Jug	89.95
All Year Semi Synthetic 5W-20 Oil	6	55 Gal Drum	706.75
All-Year Semi Synthetic 5W-30 Oil	3	55 Gal Drum	706.75
Full Synthetic Dexos 0W-20 Oil	2	55 Gal Drum	948.75
UTF Premium w/ Boosted Additive Package	374	Bulk Gallons	13.41 per gal.
UTF Premium w/ Boosted Additive Package	4	55 Gal Drum	780.45
UTF Premium w/ Boosted Additive Package	29	5 Gallon Jug	74.95
TO-4 10W	1	55 Gal Drum	835.45
TO-4 10W	7	5 Gallon Jug	86.00
TO-4 30W	2	55 Gal Drum	907.50
TO-4 30W	2	5 Gallon Jug	86.75
Chainsaw Bar and Chain Oil * 5 gal. jug	15	1 Gallon Jug*	11.82
Antifreeze Concentrate (Green)	1	55 Gal Drum	458.20
Ext-Life Antifreeze Concentrate (Red)	4	55 Gal Drum	479.50
Universal Antifreeze (Yellow) (50/50 Prediluted)	2	55 Gal Drum	425.15
#2 Lithium Complex Grease – 100 Timken Load	1	120 Lb Case	614.20
#2 Lithium Complex Grease – 100 Timken Load	400	14 Oz Tube	3.85
F-140 Solvent	1	55 Gal Drum	646.25
Diesel Exhaust Fluid	8	55 Gal Drum	239.80
Diesel Exhaust Fluid	6	1 Gallon Jug	11.05

All bids will be in effect until new bids are awarded March 26, 2025.

**BID PROPOSAL 240128-H**

Following are the properties requirements of the oils and lubricants:

*For more detailed  
Product specification  
Please see attached documents*

<b>15W40</b>	
<b>PROPERTIES</b>	<b>SPECS</b>
SAE Grade--	15W-40
API Gravity--	31.37 min
Specific Gravity @ 60 F (15.6C) ASTM D4052	0.8688
Flash Point F ( C ) COC--	435 (225) min
Viscosity, cP @ -15C--	3200 min
Borderline Pumping Temp., C--	-25 min
Viscosity, cST @ 40C--	117.4 min
Viscosity, cST @ 100C--	15.98 min
Viscosity, SUS @ 100F--	555 min
Viscosity, SUS @ 210F--	76 min
Viscosity Index ASTM D2270--	145 min
Pour Point F ( C )--	-33F (-36C) min
Cold Cranking Simulator at C,cP	(-20)
High Temperature/High Shear Vis at 150C, cP	4.2
Noack Volatility, %loss ASTM D6375	12
Pass Filterability Test (GM OEFS)	
Pass Foam Test, D-892	
Sulfated Ash, % Wt., Max.--	.99 min
Zinc, wt. % ASTM D5185	0.127 min
Pumping Viscosity @ C, cP	20,000 (-25)
Total Base No. (TBN) mgKOH/g	10.0

<b>ALL YEAR MOTOR OILS 5W-20</b>	
<b>PROPERTIES</b>	<b>SPECS</b>
API Gravity--	32.67 min
Viscosity, cST @ -40°C--	46.66 min
Viscosity, cST @ 100 C°--	8.17 min
Viscosity, Cold Crank @ c°/Poise 25/3200 min	-
Viscosity Index--	150 min
Flash Point F COC--	400 min
Pour Point F ( C )--	-49 min

**BID PROPOSAL 240128-H**

<b>ALL YEAR MOTOR OILS 5W-30</b>	
<b>PROPERTIES</b>	<b>SPECS</b>
API Gravity-- 33.09 min	
Viscosity, cST @ -40°C-- 60.39 min	
Viscosity, cST @ 100 C°-- 10.34 min	
Viscosity, Cold Crank @ c°/Poise 25/3200 min	-
Viscosity Index-- 163 min	
Flash Point F COC-- 400 min	
Pour Point F ( C )-- -49 min	

<b>ALL YEAR MOTOR OILS 10W-30</b>	
<b>PROPERTIES</b>	<b>SPECS</b>
API Gravity-- 31.9 min	
Viscosity, cST @ -40°C-- 74.91 min	
Viscosity, cST @ 100 C°-- 11.70 min	
Viscosity, Cold Crank @ c°/Poise -20/3200 min	
Viscosity Index-- 150 min	
Flash Point F COC-- 430 min	
Pour Point F ( C )-- -25 min	

<b>#2 Lithium Complex Grease</b>	
<b>PROPERTIES</b>	<b>SPECS</b>
NLGI Grade of 2 min	
Poly ComplexThickener	
Worked Penetration (60 Strokes)--265-295 min	
Dropping Point, F (ASTM D 2265)—575 min	
Color--Red	
Excellent Water Resistance	
Stability ASTM D 217 60 Stroke—10,000 Stroke-- +/-15 min Roll (ASTM D 1931), ¼ Scale Pen.-- +/-5 min	
Oxidation Stability (ASTM D 942) LB Loss/100 Hrs.—3 min	
Oil Separation and Leakage Cone Screen (FTM 321), 50 Hrs. @ 210F/%-- 1 min	
Wheel Bearing (ASTM D 1263M) 260F, Grams-- 1 min	
Extreme Pressure Timken (ASTM D 2509), OK Load, Lbs-- 100 min Four Ball (ASTM D 2596) Weld Point-- 400 min KGF L WI-- 40 min	
Pass Rust Prevention (ASTM D 1743)	

**BID PROPOSAL 240128-H**

<b>MINERAL OIL</b>	
Viscosity, cSt @ 40C—428 min	
Viscosity, cSt @ 100C—33.2 min	
Viscosity, SUS @ 100F—1983 min	
Viscosity, SUS @ 210F—157 min	
Viscosity Index—113 min	
Pout Point C (ASTM D 97)-- -12 (+10 degree F) min	

<b>PREMIUM UTF</b>		
<b>PROPERTIES</b>		<b>SPECS</b>
API Gravity--	28.0 min	
Pounds Per Gallon--	7.39 min	
Flash Point F COC--	380 min	
Viscosity, cP @ -0°F--	4500 min	
Viscosity, cST @ 100C--	8.9-9.4 min	
Viscosity, SUS @ 100F--	310 min	
Viscosity Index--	130 min	
Pour Point F ( C )--	-30 min	
Sulfated Ash, % Wt., Max.--	1.4-1.7 min	
Pass Foam Test, D-892	PASS	

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.



# SUNOCO SUPER C GOLD 15W-40 CK-4 DIESEL ENGINE OIL

## OVERVIEW

**SUNOCO SUPER C GOLD 15W-40 CK-4 DIESEL ENGINE OIL** is a premium synthetic blend engine oil formulated to exceed the latest API diesel specifications as well as the warranty requirements of most manufacturers of diesel engines.

Designed for use in model year 2017 and newer heavy-duty diesel engines in high output service, as well as being fully backwards compatible to engines requiring any API C service class, **SUNOCO SUPER C GOLD 15W-40 CK-4** provides robust protection, increased oxidation stability and excellent shear stability over any previous API category.

## FEATURES & BENEFITS

**SUNOCO SUPER C GOLD 15W-40 CK-4** uses carefully selected synthetic and premium conventional base stocks, the latest additive technology, and a superior star structure polymer to ensure it is built to withstand the rigors of today's severe service duty and provides improved performance over competitive products. **SUNOCO SUPER C GOLD 15W-40 CK-4** can be used with complete success in over-the-road diesel trucks, off-highway diesel equipment, farm tractors, stationary equipment, and any vehicle or diesel engine where an API CK-4 or earlier C class oil is specified.

## APPLICATIONS

**SUNOCO SUPER C GOLD 15W-40 CK-4 DIESEL ENGINE OIL** is recommended for use in the latest heavy-duty diesel engines in on-highway and off-highway applications including the long and short haul transportation, mining, construction, agriculture and marine industries. Its superior performance is suitable for use in gasoline engines requiring an API SN oil providing for use as a mix-fleet oil, as well as providing backwards serviceability for older diesel applications utilizing naturally aspirated designs. **SUNOCO SUPER C GOLD 15W-40 CK-4 DIESEL ENGINE OIL** can be used with confidence in foreign and domestic diesel-powered equipment and vehicles from a vast number of OEMs.

## SPECIFICATIONS

API CK-4, CJ-4, CI-4, CI-4 PLUS, CH-4/SN, ACEA E9-16, E7-04 • Caterpillar ECF-3, ECF-2, ECF-1a • Cummins CES 20086, 20081, 20077 • Detroit Diesel 93K222, 93K218, 93K214 • Deutz DQC III-10 LA • Ford WSS-M2C171-F1 • JASO DH-2 • Mack EOS-4.5, EO-O Premium Plus, EO-N Premium Plus • MAN 3575 • Mercedes-Benz 228.31 • MTU MTL 5044 Type 2.1 • Renault RLD-4, RLD-3 • Volvo VDS-4.5 VDS-4, VDS-3

## TYPICAL PROPERTIES

Product Code	3143
Viscosity, cSt @ 40 °C	118
Viscosity, cSt @ 100 °C	15.8
Viscosity Index	142
CCS, cP (@ -20°C)	5500
HTHS @ 150°C, cP	4.1
Flash Point, °C	229
Pour Point, °C	-40
Zinc, wt%	.127
Calcium, wt%	.105
Phosphorous, wt. %	.115
Sulfated Ash, wt. %	1.0
Total Base No.	10

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The data and OEM specifications listed are to the best of our knowledge accurate. This information listed is typical data and should not be considered a product standard nor a standard upon which acceptance or rejection of delivered product is to be based. It is the owner's responsibility to consult their equipment owner's manual and select the proper lubricant and viscosity grade for give application. This data is subject to change without notice.



## SUNOCO ULTRA SYNTHETIC dexos1™/SP/GF-6A ENGINE OILS

### OVERVIEW

**SUNOCO ULTRA SYNTHETIC dexos1™ Gen 3 SP/GF-6A ENGINE OILS** engine oils are the latest iteration in advanced protection for your gasoline-fueled GM vehicles. These premium synthetic motor oils are specifically designed to inhibit LSPI (low speed pre-ignition), an engine event which can cause premature engine wear or catastrophic engine failure in GDI (gas direct injected) and turbo-boosted engines. Their proprietary formulas of high-performance synthetic base stocks and advanced additive system are specifically engineered for turbocharged direct-injected gasoline vehicles operating in low-speed and high-load driving conditions. **SUNOCO ULTRA SYNTHETIC dexos1™ Gen 3 SP/GF-6A ENGINE OILS** are licensed and approved by General Motors. These lubricants are designed to perform under extreme conditions, have excellent cold temperature properties, resist thermal breakdown, and exceed the performance requirements of API SP and ILSAC GF-6A licensing categories and are now recommended against Ford Motor Company's LSPI specifications **Ford WSS-M2C962-A1 and Ford WSS-M2C961-A1**.

### APPLICATIONS

**SUNOCO ULTRA SYNTHETIC dexos1™ Gen 3 SP/GF-6A ENGINE OILS** are recommended for all types of modern gasoline-fueled vehicles, including high-performance turbo-charged, supercharged, multi-valve fuel injection and gas direct injected engines found in passenger cars, SUV's, light duty vans and trucks. These fluids are ILSAC GF-6A certified, **fully backward compatible to GF-5** and earlier certifications as well as all GM and Ford vehicles and are suitable for a variety of other brand vehicles specifying these viscosity grades. **SUNOCO ULTRA SYNTHETIC dexos1™ Gen 3 SP/GF-6A ENGINE OILS** are API "Resource Conserving" and provide enhanced fuel economy.

### FEATURES & BENEFITS

**SUNOCO ULTRA SYNTHETIC dexos1™ Gen 3 SP/GF-6A ENGINE OILS** are formulated to protect against LSPI events and are scientifically proven to provide superior engine protection longer than standard SP GF-6A products. These oils are exceptionally shear stable, have extremely low volatility resulting in less oil burn off at high temperatures, and contain robust anti-oxidation technology and detergency. The advanced additive system in **SUNOCO ULTRA SYNTHETIC dexos1™ Gen 3 SP/GF-6A ENGINE OILS** ensures excellent protection against sludge and varnish, makes them highly resistant to foaming, corrosion, and thermal breakdown, while improving overall oil film strength for greater wear protection and a lower coefficient of friction to improve fuel economy.

### SPECIFICATIONS

**SAE 0W-20:** API SP, SN PLUS • ILSAC GF-6A, GF-5 • GM dexos1™ GEN 2 Gen 3 • FORD WSS-M2C947-B1, FORD WSS-M2C962-A1 • CHRYSLER MS-6395 • FOREIGN & DOMESTIC VEHICLES SPECIFYING 0W-20, GM VEHICLES PREVIOUSLY REQUIRING dexos1™ 5W-20

**SAE 5W-30:** API SP, SN PLUS • ILSAC GF-6A, GF-5 • GM dexos1™ GEN 2 Gen 3 • FORD WSS-M2C946-B1, FORD WSS-M2C961-A1 • CHRYSLER MS-6395 • FOREIGN & DOMESTIC VEHICLES SPECIFYING 5W-30

### TYPICAL PROPERTIES

Product Code	5793	5933
dexos1™ Gen 3 License Number	D330BDDDB111	D330ADDB111
SAE Viscosity Grade	0W-20	5W-30
Viscosity, cSt @ 100°C	8.2	10.9
Viscosity, cSt @ 40°C	44.0	61.3
Viscosity, CCS cP @°C	5500 (-35)	5000 (-30)
Viscosity Index	163	171
HTHS Viscosity, cP @ 150°C	2.6	3.2
Pour Point, °C, min	-40	-40
Flash Point, COC, °C, max	225	230

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TO-4



# CITGO® TRANSGARD® Heavy-Duty Transmission Fluids

## OVERVIEW



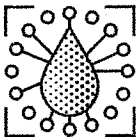
- New-generation Allison C-4 and CAT TO-4 transmission and drivetrain fluids designed for heavy-duty construction equipment powershift transmissions, final drives, and wet brakes.
- Improve transmission performance and power transfer under conditions of high horsepower output, increased loads, and higher transmission operating temperatures associated with heavy equipment, as compared to engine oil.
- Reduced maintenance costs, longer equipment life, reduced downtime, and higher production output due to reduced gear wear, improved friction control, and greater rimpull.
- Available Viscosity Grades: 10W, 30, 50 and 60.

## FEATURES & BENEFITS



- Provide longer transmission life than heavy-duty engine oils.
- Base stocks and additives are carefully selected for compatibility with clutch face and seal materials.
- Offer improved performance while allowing product consolidation by meeting Allison C-4 (SAE 10W and 30 grades), Komatsu Micro-Clutch, and Caterpillar TO-4 requirements.
- Offered in four viscosity grades to meet summer and winter powershift requirements.
- Compatibility with asbestos-free clutch materials offers extended clutch life.
- Provide greater power transfer efficiency due to their physical and chemical properties.
- Rust and corrosion control protects gear cases and drive trains under the most severe conditions.
- SAE 60 grade provides the greatest fluid film thickness for wear protection during severe operation.

## APPLICATIONS



- Recommended for lubrication of winch, clutch plates, gears and bearings.
- Help reduce brake chatter in wet brake applications.
- Formulated to meet the performance requirements of:
  - Allison C-4 (SAE 10W and 30 grades)
  - Caterpillar TO-4, CD/TO-2 (all grades)
  - Komatsu Micro-Clutch (all grades)

## PROPERTIES

## Typical Properties for CITGO Transgard Heavy Duty Transmission Fluids:



SAE Grade	10W	30	50	60
Material Code	633321001	633323001	633325001	633326001
Gravity, ASTM D4052, °API	31.1	31.0	27.3	25.2
Density, lbs./gallon	7.30	7.37	7.49	7.51
Flash Point, COC, ASTM D92, °F (°C)	420 (216)	446 (230)	511 (266)	532 (278)
Viscosity, ASTM D445,				
cSt at 40°C	38.1	96	209	330
cSt at 100°C	6.3	11.3	18.8	25.5
Viscosity Index, ASTM D2270	112	104	100	100
Brookfield Apparent Viscosity	23,000	80,000	45,000	139,500
ASTM D2983, cP, at Temp, °C	-35	-25	-15	-15
Pour Point ASTM D97, °F (°C)	-38 (-39)	-27 (-33)	+5 (-18)	0 (-18)
Color, ASTM D1500	L3.0	L3.5	4.0	L7.0

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## SUNOCO TH FLUID

### OVERVIEW

**SUNOCO TH FLUID** is a premium, high quality universal tractor hydraulic fluid for use in transmissions, final drives and hydraulic systems of all major brands of tractors and other farm equipment using a common fluid reservoir. This fluid incorporates the latest additive chemistry to provide maximum protection for all systems requiring a universal fluid.

### FEATURES & BENEFITS

**SUNOCO TH FLUID** has enhanced friction properties that optimize clutch and PTO performance, improves PTO chatter control and has excellent clutch and elastomers compatibility. It has a high viscosity index and is very shear stable while offering improved wet brakes control and excellent protection against rust, corrosion and yellow metal etching. **SUNOCO TH FLUID** has exceptional low temperature, anti-wear, and extreme pressure properties to protect key components.

### APPLICATIONS

**SUNOCO TH FLUID** is designed for heavy duty transmissions, differentials, final drives, hydraulic systems, power steering systems, wet brakes, PTO's and hydrostatic drives. Suitable for top-up and re-fill of systems, **SUNOCO TH FLUID** is also used for certain commercial transmission applications requiring Type A (Suffix A) or DEXRON® fluids. Check your manual for your equipment's specific requirements. Do not use in passenger car automatic transmissions.

### SPECIFICATIONS

API GL-4 • Allison Type C-4 • AGCO Power Fluid 821 XL • Case IH MS1210, MS1209, MS1207, MS1206, MS 1204-07/09 • Case New Holland (CNH) MAT-3540, MAT-3525, MAT-3509, MAT-3506, MAT-3505 • Caterpillar TO-2 • Dennison HF-0, HF-1, HF-2 • Fendt • Ford ESN M2C134-A/B/C/D, FNHA-2C-201.00, FNHA-2-C-200.00, M2C86-B/C, M2C48-A/B, M2C41-B • International Harvester B-6 Hy-Tran • John Deere J20C (Hy-Gard™), J20A/B, J21A, J14B/C • Kubota UDT/Super UDT Fluids • Massey Ferguson M1145, M1143, M1141 (Permatran III), M1135, M1129A, M1127B, M1110 • Minneapolis-Moline 35301, 35202, 35154 • Sauer-Sundstrand Hydrostatic Transmission Fluid • VALTRA G2-08 • VCE (Volvo) WB 101 • Vickers I-286-S, 35VQ25, M-2950-S • White Farm Equipment Q-1826 (HTF), Q-1802 (Type 55 Fluid), Q-1766B, Q-1722, Q-1705 • ZF TE-ML 03E/05F/06K/17E/21F

### TYPICAL PROPERTIES

PRODUCT CODE	4413
Viscosity, cSt @ 40°C	54.7
Viscosity, cSt @ 100°C	9.4
Viscosity, cP @ -20°C	4,000
Viscosity, cP @ -35°C	44,500
Viscosity Index	155
Pour Point	-44
Flash Point	432
Sulfated Ash, wt. %	1.48
Zinc, wt. %	.1547

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## Description

5W-30 Syn Blend SP

Inspection Information	Test Method	Typical Value
Gravity, °API	ASTM D287	33.94
Specific Gravity at 60°F (15.6°C)	ASTM D4052	0.8553
Flash Point, °C	ASTM D92	220
Flash Point, °F	ASTM D92	428
Viscosity at 40°C, cSt	ASTM D445	61.38
Viscosity at 100°C, cSt	ASTM D445	10.28
Viscosity Index	ASTM D2270	167
Pour Point, °C (°F)	ASTM D5950	-45°C (-49°F)
Cold Cranking Simulator at (°C), cP	ASTM D5293	5325 (-30)
High Temperature / High Shear Vis at 150°C, cP	ASTM D5481	3.07
Noack Volatility, % loss	ASTM D5800	11
Color	ASTM D1500	2.5
Zinc, wt. %	ASTM D5185	0.07
Phosphorus, wt. %	ASTM D5185	0.064
Calcium, wt. %	ASTM D5185	0.119
Sulfur, wt. %	ASTM D4951	0.235
Magnesium, wt. %	ASTM D5185	0.038
Boron, wt. %	ASTM D5185	0.007
Molybdenum, wt. %	ASTM D5185	0.004
Sulfated Ash, wt. %	ASTM D874	0.712
Nitrogen, wt. %	ASTM D4629	0.081
Pumping Viscosity at (°C), cP	ASTM D4684	19,300 (-35)
Shear Stability, Final Viscosity in cSt	ASTM D6278	8.77
Foam Seq. I (Tendency/Stability), mL	ASTM D892 (Opt. A)	0/0
Foam Seq. II (Tendency/Stability), mL	ASTM D892 (Opt. A)	0/0
Foam Seq. III (Tendency/Stability), mL	ASTM D892 (Opt. A)	0/0
High Temperature Foaming, static foam	ASTM D6082 (Opt A)	30/0
TBN, mgKOH/g	ASTM D2896	7



## Claims Information

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API SJ, SH, SG, SF, SE, SD, SC	Recommended For
API SL	Recommended For
API SM	Recommended For
API SN	Recommended For
API SN PLUS	Recommended For
API SP	Approved
Chrysler MS-6395	Recommended For
Ford WSS M2C946-B1, M2C946-A M2C929-A	Recommended For
Ford WSS M2C961-A1	Recommended For
GM 6094M	Recommended For
ILSAC GF-4, GF-3, GF-2, GF-1	Recommended For
ILSAC GF-5	Recommended For
ILSAC GF-6A	Approved



1-800-986-2211



HighlineWarren.com  
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8700 Trail Lake Drive, Suite 300  
Memphis, TN 38125

## Description

5W-20 Syn Blend SP

Inspection Information	Test Method	Typical Value
Gravity, °API	ASTM D287	34
Specific Gravity at 60°F (15.6°C)	ASTM D4052	0.855
Flash Point, °C	ASTM D92	220
Flash Point, °F	ASTM D92	428
Viscosity at 40°C, cSt	ASTM D445	48.12
Viscosity at 100°C, cSt	ASTM D445	8.405
Viscosity Index	ASTM D2270	151
Pour Point, °C (°F)	ASTM D5950	-45°C (-49°F)
Cold Cranking Simulator at (°C), cP	ASTM D5293	4816 (-30)
High Temperature / High Shear Vis at 150°C, cP	ASTM D5481	2.6
Noack Volatility, % loss	ASTM D5800	11.1
Color	ASTM D1500	2.5
Zinc, wt. %	ASTM D5185	0.07
Phosphorus, wt. %	ASTM D5185	0.064
Calcium, wt. %	ASTM D5185	0.119
Sulfur, wt. %	ASTM D4951	0.235
Magnesium, wt. %	ASTM D5185	0.038
Boron, wt. %	ASTM D5185	0.007
Molybdenum, wt. %	ASTM D5185	0.004
Sulfated Ash, wt. %	ASTM D874	0.712
Nitrogen, wt. %	ASTM D4629	0.081
Pumping Viscosity at (°C), cP	ASTM D4684	13,600 (-35)
Shear Stability, Final Viscosity in cSt	ASTM D6278	7.55
Foam Seq. I (Tendency/Stability), mL	ASTM D892 (Opt. A)	0/0
Foam Seq. II (Tendency/Stability), mL	ASTM D892 (Opt. A)	0/0
Foam Seq. III (Tendency/Stability), mL	ASTM D892 (Opt. A)	0/0
High Temperature Foaming, static foam	ASTM D6082 (Opt. A)	30/0
TBN, mgKOH/g	ASTM D2896	7



## Claims Information

API SJ, SH, SG, SF, SE, SD, SC	Recommended For
API SL	Recommended For
API SM	Recommended For
API SN	Recommended For
API SN PLUS	Recommended For
API SP	Approved
Chrysler MS-10797	Recommended For
Chrysler MS-6395	Recommended For
Ford WSS M2C945-B1 M2C945-A, M2C930-A, M2C153	Recommended For
Ford WSS M2C960-A1	Recommended For
GM 6094M	Recommended For
ILSAC GF-4, GF-3, GF-2, GF-1	Recommended For
ILSAC GF-5	Recommended For
ILSAC GF-6A	Approved



1-800-986-2211



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8700 Trail Lake Drive, Suite 300  
Memphis, TN 38125



# Mystik® JT-6® High Temp Greases

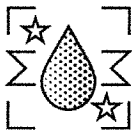
Formerly know as Mystik JT-6 Hi-Temp Greases

## OVERVIEW



- Extremely versatile, high-temperature lithium complex greases that combine excellent multi-purpose properties with a high dropping point for application over a wide temperature range.
- Superior protection for a wide variety of automotive, agricultural, trucking, mining, construction, and industrial equipment.

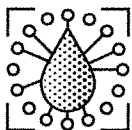
## FEATURES & BENEFITS



- High Timken OK Load.
- Excellent Four-Ball Wear and extreme pressure (EP) performance.
- Outstanding shock load protection.
- Highly recommended for disc brake wheel bearings.
- Approved for use in Rockwell and Spicer universal joints.
- JT-6 High-Temp No. 1 developed for applications where service conditions dictate a grease of softer consistency.
- Both grades meet the highest performance categories of ASTM D4950 Automotive Grease Classification System, GC for wheel bearing service and LB for chassis service.



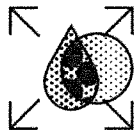
## APPLICATIONS



- Heavily loaded industrial, mining, and construction applications.
- Severe service requirements such as disc brake wheel bearings, backhoe hinge pins, and conveyor bearings.
- Mining operations, sand/gravel plants, and construction equipment where shock loads are placed on bearings.
- Refer to equipment owner's manual for proper lubricant recommendation.

Approved for:

- Dana Corporation
- Spicer Universal/Joint Division
- M-2006-J (#2)
- Registered NLGI GC-LB
- Weatherford Artificial Lift (#2)

**PROPERTIES****Typical Properties for Mystik JT-6 High Temp Greases:**

<b>Material Code</b>	<b>665003002</b>	<b>665005002</b>
NLGI Consistency Number	1	2
NLGI Certified, ASTM D4950	GC-LB	GC-LB
Thickener Type	Lithium Complex	Lithium Complex
Texture	Smooth, Adhesive	Smooth, Adhesive
Color	Red	Red
Worked Penetration, ASTM D217	310-340	265-295
Dropping Point, ASTM D2265, °F (°C)	500 (260)	550 (288)
Water Washout, ASTM D1264, % loss @ 175°F	9.4	2.5
Rust Prevention, ASTM D1743, rating	Pass	Pass
Copper Corrosion, ASTM D4048, rating	1b	1b
Oil Separation, ASTM D1742, % loss	2	1
Four-Ball Wear, ASTM D2266, mm	0.45	0.45
Four-Ball Weld, ASTM D2596, kgf	315	315
Four-Ball Load Wear Index, ASTM D2596, kgf	50	50
Approximate Temperature Range, °F (°C)	-10 to 325 (-23 to 163)	-10 to 325 (-23 to 163)
Base Oil Viscosity: 40°C, cSt	630	630

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# Mystik® JT-6® High Temp Greases

Formerly know as Mystik JT-6 Hi-Temp Greases

## OVERVIEW



- Extremely versatile, high-temperature lithium complex greases that combine excellent multi-purpose properties with a high dropping point for application over a wide temperature range.
- Superior protection for a wide variety of automotive, agricultural, trucking, mining, construction, and industrial equipment.

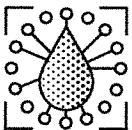
## FEATURES & BENEFITS



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## APPLICATIONS



- Heavily loaded industrial, mining, and construction applications.
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**PROPERTIES****Typical Properties for Mystik JT-6 High Temp Greases:**

<b>Material Code</b>	<b>665003002</b>	<b>665005002</b>
NLGI Consistency Number	1	2
NLGI Certified, ASTM D4950	GC-LB	GC-LB
Thickener Type	Lithium Complex	Lithium Complex
Texture	Smooth, Adhesive	Smooth, Adhesive
Color	Red	Red
Worked Penetration, ASTM D217	310-340	265-295
Dropping Point, ASTM D2265, °F (°C)	500 (260)	550 (288)
Water Washout, ASTM D1264, % loss @ 175°F	9.4	2.5
Rust Prevention, ASTM D1743, rating	Pass	Pass
Copper Corrosion, ASTM D4048, rating	1b	1b
Oil Separation, ASTM D1742, % loss	2	1
Four-Ball Wear, ASTM D2266, mm	0.45	0.45
Four-Ball Weld, ASTM D2596, kgf	315	315
Four-Ball Load Wear Index, ASTM D2596, kgf	50	50
Approximate Temperature Range, °F (°C)	-10 to 325 (-23 to 163)	-10 to 325 (-23 to 163)
Base Oil Viscosity: 40°C, cSt	630	630

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**BID PROPOSAL 240128-H**

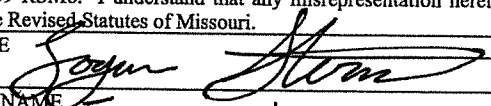
EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE 	
COMPANY NAME <u>FRISCO OIL, LLC</u>	

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

Liquid Asphalt  
(2 Bids Received)

#1

*County of CAMDEN State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Liquid Asphalt" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
1 Court Circle NW, Suite 2  
Camdenton, MO 65020

The outer envelope shall be marked in the lower left hand corner "LIQUID ASPHALT BID 240128-G"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until 10:00 a.m. March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL 240128-G

BID FORM

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Company: Vance Brothers Inc.

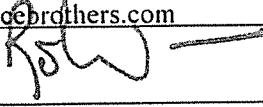
Print Name: Robert A. Vance

Title: Senior Vice President

Address: 5201 Brighton Ave Phone: 816-923-4325

City/State/Zip: Kansas City, MO, 64130 Fax: \_\_\_\_\_

Email: Hfinnegan@vancebrothers.com

Signature:  Date: 3/22/24

<u>SS-1H</u>		
at plant	\$2.55	per gal.
delivered 4,000 gallons minimum	\$2.67	per gal.

<u>SS-1VH</u>		
at plant	\$3.95	per gal.
delivered 4,000 gallons minimum	\$4.07	per gal.

<u>CATATONIC EMULSION CRS-2:</u>		
at plant	\$2.55	per gal.
delivered 4,000 gallons minimum	\$2.67	per gal.

SHORT-LOAD CHARGE (order less than 4,000 gallons): \$660.00 per order

- Bidder wishes to be bound by the Asphalt Cement Price Index as described in the bid specifications.
- Bidder does not wish to be bound by the Asphalt Cement Price Index as described in the bid specifications.

All bids will be in effect until new bids are awarded March 26, 2025.

The County estimates to use approximately 2,000 gallons of tack oil and 1,000 gallons of CRS-2 this year.

All Liquid Asphalt must meet the current standards as set out by the Missouri Standard Specifications for Highway Construction. Each bidder shall supply a copy of the M.S.D.S. sheets for each item bid.

## BID PROPOSAL 240128-G

### Asphalt Cement Price Index Specification

- 1.0 Asphalt Cement Price Index** Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement when it has been determined that the monthly average price for the midpoint of the published prices of liquid asphalt cement has fluctuated from the monthly average price of the month the project was bid. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The Monthly Asphalt Index is posted on the MoDOT website as soon as possible for use in calculating the adjustments. The Monthly Asphalt Index recorded for the month of the project letting is the Asphalt Base Index for that project. For clarity, we will use the December 2018 price for the Camden County opening of January 28, 2019 as the price at the time of bid, which is \$490.00. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.
- 1.1** The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.
- 2.0 Basis of Payment** To determine the adjustment for any material specified in this provision the following formula will be used.
- $$A = (B \times C) \times (D - E) \times T$$
- Where:
- A = Adjustment for mix placed during monthly average index period
  - B = Tons of Mix Placed during the monthly average index period
  - C = % of virgin asphalt binder as listed in the job mix formula in use
  - D = monthly average price at time mix placement
  - E = monthly average price at time of bid
  - T = 1.04225 to account for Missouri State use tax
- 3.0** The Administrator will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the "D" value used for the price adjustment will either be the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.
- 4.0 Optional** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall acknowledge the acceptance on the Addendum form. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

## **BID PROPOSAL 240128-G**

### **TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers,

## BID PROPOSAL 240128-G

agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of



## BID PROPOSAL 240128-G

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days

## BID PROPOSAL 240128-G

after the claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event

## BID PROPOSAL 240128-G

a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1)

## BID PROPOSAL 240128-G

through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BID PROPOSAL 240128-G**

- **Conflict of Interest.** Contractor represents and warrants the following:
  - 1) **No Current or Prior Conflict of Interest.** That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) **Termination for Material Conflict.** If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) **None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.**
  - 5) **Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.**
  
- **Access to Records.** The following access to records requirements apply to this contract:
  - 1) **The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.**
  - 2) **The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.**
  - 3) **The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.**
  
- **The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.**
  
- **The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.**
  
- **In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.**

BID PROPOSAL 240128-G

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Robert A. Vance certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Robert A. Vance, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Robert A. Vance  
Signature of Contractor's Authorized Official

3/22/24  
Date

Robert A. Vance  
Print Name

Senior Vice President  
Title of Contractor's Authorized Official

*County of* **CAMDEN** *State of Missouri*

#2

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Liquid Asphalt" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "LIQUID ASPHALT BID 240128-G"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL 240128-G

BID FORM

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Company: Coastal Energy Corp.

Print Name: Shannon McDaniel

Title: Asphalt Sales Rep.

Address: P.O. Box 218 Phone: 417-469-2777

City/State/Zip: Willow Springs, MO 65793 Fax: 417-469-2294

Email: Bids@Coastal-FMC.com

Signature: Shannon McDaniel Date: 3-19-24

SS-1H  
at plant \$ 2.40 per gal.  
delivered 4,000 gallons minimum \$ 2.48 per gal.

SS-1VH  
at plant \$ NIB per gal.  
delivered 4,000 gallons minimum \$ NIB per gal.

CATATONIC EMULSION CRS-2:  
at plant \$ 2.17 per gal.  
delivered 4,000 gallons minimum \$ 2.22 per gal.

SHORT-LOAD CHARGE (order less than 4,000 gallons): \$ 800.00 per order  
Pumpcharge: \$125.00

- Bidder wishes to be bound by the Asphalt Cement Price Index as described in the bid specifications.
- Bidder does not wish to be bound by the Asphalt Cement Price Index as described in the bid specifications.

All bids will be in effect until new bids are awarded March 26, 2025.

The County estimates to use approximately 2,000 gallons of tack oil and 1,000 gallons of CRS-2 this year.

All Liquid Asphalt must meet the current standards as set out by the Missouri Standard Specifications for Highway Construction. Each bidder shall supply a copy of the M.S.D.S. sheets for each item bid.



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### Asphalt Cement Price Index Specification

**1.0 Asphalt Cement Price Index** Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement when it has been determined that the monthly average price for the midpoint of the published prices of liquid asphalt cement has fluctuated from the monthly average price of the month the project was bid. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The Monthly Asphalt Index is posted on the MoDOT website as soon as possible for use in calculating the adjustments. The Monthly Asphalt Index recorded for the month of the project letting is the Asphalt Base Index for that project. For clarity, we will use the December 2018 price for the Camden County opening of January 28, 2019 as the price at the time of bid, which is \$490.00. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

**1.1** The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

**2.0 Basis of Payment** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E) \times T$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid
- T = 1.04225 to account for Missouri State use tax

**3.0** The Administrator will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the "D" value used for the price adjustment will either be the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

**4.0 Optional** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall acknowledge the acceptance on the Addendum form. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

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### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers,

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agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of

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Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days

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after the claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event

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a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1)

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through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
  - 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.



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➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Shannon McDaniel certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Coastal Energy Corp, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Shannon McDaniel  
Signature of Contractor's Authorized Official

3-19-24  
Date

Shannon McDaniel  
Print Name

Asphalt Rep.  
Title of Contractor's Authorized Official

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**DELIVERY:** Asphaltic materials shall be delivered and/or applied at the time specified in the order for it. Telephone or verbal orders from the Highway Administrator, his duly authorized representative or from his office shall be as binding as written orders. Deliveries shall be made upon eighteen hours advance notice. Should the supplier in any event fail to deliver or apply the material at the time specified in the order, or at the temperatures required under these specifications, the Administrator shall be entitled to deduct from the payment due such supplier an amount equal to the combined wages of the County Employees, or agents, for the period of time lost while awaiting the arrival of such material or the heating of such material to required temperature. The provisions of this paragraph shall be so construed as to require, among other things, concurrent delivery and/or application of materials throughout the day, when so requested.

**METHOD OF DELIVERY AND APPLICATION:** Asphaltic materials shall be delivered in distributors and pumped from the distributors into auxiliary equipment. Hand pouring pots or hose and nozzle shall not be used, except where special conditions make it impractical to use a spraybar, and then only with the permission of the Highway Administrator or his authorized representative.

Because of the vast road network in Camden County and the number of substandard bridges still in use, weight limits of loaded trucks have to be restricted frequently. This may require inconvenience and use of additional equipment to supply the requested quantities to various projects and in unusual circumstances be further restricted to partial load, without any additional compensation.

**EQUIPMENT:** The bidder, at least three working days prior to the date and hour of opening of proposals, shall certify that he has sufficient storage capacity located within a reasonable distance of the City of Camdenton to allow for at plant pick-ups by the County Road & Bridge Department. That he can supply two (2) supply tankers of 5,000 gallons or more capacity. In addition to the above, the bidder must show that he has been engaged in the distribution of Bituminous Material for a period of at least one year. Proposals submitted by bidders failing or neglecting to furnish satisfactory statements will be considered as suppliers only.

**MEASUREMENT AND COMPENSATION:** Strict compliance with the directions of the Highway Administrator or his duly authorized representative and with the provisions of the specifications and the terms of the contract shall entitle the supplier to payments equal to the value of the material delivered and accepted.

All types of grades of Asphaltic materials herein specified under "BITUMINOUS MATERIALS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE" shall be measured on a gallon basis at 60 degrees Fahrenheit temperature.

The material required under this agreement shall be paid for by the gallon of material delivered and accepted.

**BITUMINOUS MATERIALS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE SCOPE:** These specifications cover all types and grades of bituminous materials for highway construction and maintenance.

Materials supplied on this contract shall meet the requirements and specifications as laid out in:

Standard Missouri State Highway Asphalt Institute, 1981

Specifications or Latest Revision

Those materials only, which have been demonstrated by service test as satisfactory for the intended use, will be acceptable under these specifications.

**BID PROPOSAL 240128-G**

**FOR FURNISHING, DELIVERING AND APPLYING ASPHALTIC MATERIALS:** The undersigned proposes and agrees to furnish and deliver all of the types and grades of Asphaltic materials herein specified. Said materials to be furnished, delivered, and/or applied in the manner herein specified and in quantities to be specified by the Highway Department for the construction, maintenance and repair of the highways of Camden County. Delivery shall include any necessary heating and/or pumping.

Material will be delivered to one of two locations:

172 VFW Road  
Camdenton, MO 65020

3377 State Road E  
Montreal, MO 65591

## **BID PROPOSAL 240128-G**

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

# BID PROPOSAL 240128-G

## EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	<i>Shawn McDaniel</i>
COMPANY NAME	<i>Coastal Energy Corp.</i>

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**BID PROPOSAL 240128-G**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

Quarry Rock, Sand,  
and Gravel.

(5 Bidding Companies)

County of **CAMDEN** State of *Missouri*

#1

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

Office  
COPY

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Quarry Rock, Sand and Gravel" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "QUARRY ROCK, SAND AND GRAVEL BID 240128-I"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181



**BID PROPOSAL 240128-I****BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	<u>23.00</u>	<u>OSAGE HILLS</u>
Rip Rap 18"	<u>23.00</u>	<u>OSAGE HILLS</u>
Rip Rap 24"	<u>23.00</u>	<u>OSAGE HILLS</u>
Rip Rap 36"	<u>25.00</u>	<u>OSAGE HILLS</u>
Type 1 Rock Blanket	<u>21.00</u>	<u></u>
Type 2 Rock Blanket	<u>21.00</u>	<u></u>
Shot Rock	<u>7.50</u>	<u>SUNRISE BEACH</u>
Quarry Run	<u>NO BID</u>	<u></u>
Screenings	<u>4.25</u>	<u>SUNRISE BEACH</u>
Ditch Liner	<u>NO BID</u>	<u>N/A</u>
Minus Rock	<u>-</u>	<u></u>
3/8"	<u>NO BID</u>	<u>N/A</u>
1/2"	<u>NO-BID</u>	<u>N/A</u>
3/4"	<u>NO-BID</u>	<u>N/A</u>
Type 5 Base Course	<u>8.00</u>	<u>SUNRISE BEACH</u>
1"	<u>7.25</u>	<u>SUNRISE BEACH</u>
1 1/2"	<u>NO BID</u>	<u>N/A</u>
2"	<u>7.75</u>	<u>SUNRISE BEACH</u>
3"	<u>NO BID</u>	<u>N/A</u>

**BID PROPOSAL 240128-I**

	Cost per Ton	Location
6"	<u>NO BID</u>	<u>N/A</u>
Clean Rock		
3/8"	<u>NO BID</u>	<u>N/A</u>
1/2"	<u>NO BID</u>	<u>N/A</u>
3/4"	<u>NO BID</u>	<u>N/A</u>
1"	<u>11.50</u>	<u>SUNRISE BEACH</u>
2"	<u>10.50</u>	<u>SUNRISE BEACH</u>
2" - 4"	<u>NO BID</u>	<u>N/A</u>
4" - 6"	<u>NO BID</u>	<u>N/A</u>
Gabion	<u>NO BID</u>	<u>N/A</u>
Misc. Fill	<u>4.00</u>	<u>SUNRISE BEACH</u>
Clay Fill	<u>4.00</u>	<u>SUNRISE BEACH</u>
Sand	<u>NO BID</u>	<u>N/A</u>
Pea Gravel	<u>NO BID</u>	<u>N/A</u>

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All bids will be in effect until new bids are awarded March 26, 2025.

**BID PROPOSAL 240128-I**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Contractor's Authorized Official

**BID PROPOSAL 240128-I**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

County of **CAMDEN** State of Missouri

#2

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Quarry Rock, Sand and Gravel" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

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**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "QUARRY ROCK, SAND AND GRAVEL BID 240128-I"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL 240128-I**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	_____	_____
Rip Rap 18"	_____	_____
1'-2' Rip Rap 24" 1'-2' RR	\$ 16.00	Sleeper
Rip Rap 36"	\$ 21.00	Sleeper
Type 1 Rock Blanket	\$ 16.00	Sleeper
Type 2 Rock Blanket	\$ 16.00	Sleeper
Shot Rock	\$ 6.50	Sleeper
Quarry Run	_____	_____
Screenings	\$ 5.00	Sleeper
Ditch Liner 4"-9" clean	\$ 10.00	Sleeper
Minus Rock	_____	_____
3/8"	_____	_____
1/2"	_____	_____
3/4"	_____	_____
Type 5 Base Course	\$ 9.50	Sleeper
1"	\$ 7.50	Sleeper
1 1/2"	_____	_____
2"	\$ 7.75	Sleeper
3"	_____	_____

BID PROPOSAL 240128-I

Clean Rock	Cost per Ton	Location
<del>3/8"</del> 8"	\$ 7.75	Sleeper
3/8"	\$ 16.00	Sleeper
1/2"	\$ 16.00	Sleeper
3/4"		
1"	\$ 12.00	Sleeper
2"	\$ 11.00	Sleeper
2" - 4"		
4" - <del>9"</del> 9"	\$ 10.00	Sleeper
Gabion		
Misc. Fill		
Clay Fill		
Sand		
Pea Gravel		

Company: Willard Quarries Inc.

Print Name: David Willard

Title: President

Address: P.O. Box 1183 Phone: 417-532-2728

City/State/Zip: Lebanon MO 65536 Fax: 417-532-7624

Email: david@willardquarries.com

Signature: *David Willard* Date: 3-11-2024

All bids will be in effect until new bids are awarded March 26, 2025.

**BID PROPOSAL 240128-I**  
**TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.



## BID PROPOSAL 240128-I

- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and

## BID PROPOSAL 240128-I

- 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
    1. January 1 New Years Day
    2. January 15 Martin Luther King Day
    3. February 12 Monday after Lincoln's Birthday
    4. February 19 Presidents' Birthday
    5. May 8 Truman's Birthday
    6. May 27 Memorial Day
    7. July 4 & 5 Independence Day
    8. September 2 Labor Day
    9. October 14 Columbus Day
    10. November 11 Veteran's Day
    11. November 28-29 Thanksgiving Day
    12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
  - During the performance of this contract, the contractor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to

## BID PROPOSAL 240128-I

ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

## BID PROPOSAL 240128-I

- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

## BID PROPOSAL 240128-I

- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:
- 1) **No Current or Prior Conflict of Interest.** That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) **Termination for Material Conflict.** If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations

## BID PROPOSAL 240128-I

under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

- 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
- 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

➤ Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.
-

BID PROPOSAL 240128-I

Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Willard Quarries Inc certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Willard Quarries Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

David Willard  
Signature of Contractor's Authorized Official

3-11-2024  
Date

David Willard  
Print Name

President  
Title of Contractor's Authorized Official

**BID PROPOSAL 240128-I**

**SPECIFICATIONS**

**SAND**

The Camden County Road & Bridge Department is accepting bids on Missouri River Sand or comparable as needed to meet the Missouri Department of Transportation Standard Specifications.

**PEA GRAVEL**

The Camden County Road & Bridge Department is accepting bids on 3/16" to 1/4" minus brown pea gravel or comparable as needed to meet the Missouri Department of Transportation Standard Specifications. CCRB expects to purchase approximately 3000 tons of pea gravel.

**CRUSHED STONE**

The Camden County Road & Bridge Department is accepting bids on all types of gradations including screenings quarry run & "yellow rock".

All stone shall meet the standard specifications of the Missouri Department of Transportation Standard Specifications, except "yellow rock".

The bidder's price shall be for all materials loaded on our truck at the quarry.

It is anticipated that at least two bids in each district will be accepted.

All bids shall be in effect until new bids are awarded February 16, 2024.



**BID PROPOSAL 240128-I**  
**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

COPY  
#3A-D

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Quarry Rock, Sand and Gravel" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "QUARRY ROCK, SAND AND GRAVEL BID 240128-I"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	21 <sup>50</sup>	Warsaw
Rip Rap 18"	23 <sup>50</sup>	"
Rip Rap 24"	23 <sup>50</sup>	"
Rip Rap 36"	26 <sup>50</sup>	"
Type 1 Rock Blanket	21 <sup>50</sup>	"
Type 2 Rock Blanket	21 <sup>50</sup>	"
Shot Rock	9 <sup>50</sup>	"
Quarry Run	N/B	
Screenings	4 <sup>00</sup>	"
Ditch Liner	17 <sup>00</sup>	"
Minus Rock		
3/8"	N/B	
1/2"	N/B	
3/4"	N/B	
Type 5 Base Course	12 <sup>00</sup>	"
1"	8 <sup>50</sup>	"
1 1/2"	N/B	
2"	8 <sup>50</sup>	"
3"	8 <sup>50</sup>	"

BID PROPOSAL 240128-I

	975	Warsaw
Clean Rock	Cost per Ton	Location
6"		
3/8"	19 <sup>00</sup>	"
1/2"	18 <sup>00</sup>	"
3/4"	N/B	
1"	14 <sup>00</sup>	"
1" Road Rock	11 <sup>75</sup>	"
2"	12 <sup>75</sup>	"
2" - 4"	12 <sup>75</sup>	"
4" - 6"	17 <sup>00</sup>	"
Gabion	17 <sup>00</sup>	"
Misc. Fill	8 <sup>00</sup>	"
Clay Fill	N/B	
Sand	N/B	
Pea Gravel	N/B	

Company: Capital Aggregates


Print Name: Ryan Miller

Title: Sales

Address: 1410 Business Park Road Phone: 573-418-9202

City/State/Zip: Linn Creek, MO, 65052 Fax: \_\_\_\_\_

Email: rmiller@capaggs.com

Signature:  Date: 3/25/2024

All bids will be in effect until new bids are awarded March 26, 2025.

# CAPITAL

## AGGREGATES

**Capital Aggregates, LLC**  
 PO BOX 104990  
 JEFFERSON CITY, MO 65110  
 (833) 633-3344

Quote: MQ0001546\_0  
 Quote Date: Mar 25, 2024  
 Expire Date: Mar 26, 2025  
 Page 1 of 1

### Quote

Customer No: 19579

CAMDEN COUNTY  
 1 COURT CIR NW STE 2  
 CAMDENTON, MO 65020-8501

Contact:  
 Phone:  
 Email:

Project Name: CAMDEN COUNTY 2024 WARSAW

34311 Hilty Ave  
 WARSAW MO 65355

Salesperson: Ryan Miller  
 573-418-9202  
 miller@capaggs.com

Location	Product ID	Product Description	Quantity	Unit	Material Rate	Freight Rate	Total
CMC - Warsaw	34701	12" Rip Rap	1	Ton	21.50		21.50
CMC - Warsaw	34702	18" Rip Rap	1	Ton	23.50		23.50
CMC - Warsaw	34703	24" Rip Rap	1	Ton	23.50		23.50
CMC - Warsaw	34704	36" Rip Rap	1	Ton	26.50		26.50
CMC - Warsaw	34705	Type 1 Rock Blanket	1	Ton	21.50		21.50
CMC - Warsaw	34706	Type 2 Rock Blanket	1	Ton	21.50		21.50
CMC - Warsaw	33180	Screenings	1	Ton	4.00		4.00
CMC - Warsaw	71421	Type 5 Base	1	Ton	12.00		12.00
CMC - Warsaw	31420	1" Base	1	Ton	8.50		8.50
CMC - Warsaw	31520	2" Base	1	Ton	8.50		8.50
CMC - Warsaw	31540	3" Base	1	Ton	8.50		8.50
CMC - Warsaw	31580	6" Base	1	Ton	9.75		9.75
CMC - Warsaw	72200	3/8" Clean State	1	Ton	19.00		19.00
CMC - Warsaw	72260	1/2" Clean State	1	Ton	18.00		18.00
CMC - Warsaw	32420	1" Clean	1	Ton	14.00		14.00
CMC - Warsaw	32430	1" Road Rock	1	Ton	11.75		11.75
CMC - Warsaw	32520	2" Clean	1	Ton	12.75		12.75
CMC - Warsaw	32560	4" Clean	1	Ton	12.75		12.75
CMC - Warsaw	32580	6" Clean	1	Ton	17.00		17.00
CMC - Warsaw	37782	MISC Fill	1	Ton	8.00		8.00

Escalation(1) Date: Escalation(1) Amount:  
 Escalation(2) Date: Escalation(2) Amount:

#### PROJECT SPECIFIC TERMS

If the bidding contractor is awarded and Capital Aggregates is to supply the materials, please send notice as soon as possible to ensure adequate inventory for the project. All quotes must be signed and returned to the provided contact at Capital Aggregates within 30 days to guarantee price. This quote may be withdrawn if not accepted within 30 days.

Payment to be made in full within 30 days of invoice date. A late fee of 1.5% will be added to the unpaid balance until paid in full.

If price is quoted delivered, Capital Aggregates will not guarantee any trucking quantities per day or guarantee shipments of any kind. Shipments will be between customers and trucking company. The name and phone number of the trucking company is provided as a courtesy to our customers.

Capital Aggregates cannot guarantee the moisture content of material.

Any materials loaded or sold after standard operating hours will be charged a fee of \$1/Ton.

Copy

*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

3B

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Quarry Rock, Sand and Gravel" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "QUARRY ROCK, SAND AND GRAVEL BID 240128-I"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL 240128-I**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	<u>22<sup>25</sup></u>	<u>Laurie</u>
Rip Rap 18"	<u>24<sup>25</sup></u>	"
Rip Rap 24"	<u>24<sup>25</sup></u>	"
Rip Rap 36"	<u>27<sup>25</sup></u>	"
Type 1 Rock Blanket	<u>21<sup>25</sup></u>	"
Type 2 Rock Blanket	<u>21<sup>25</sup></u>	"
Shot Rock	<u>8<sup>50</sup></u>	"
Quarry Run	<u>N/B</u>	
Screenings	<u>4<sup>00</sup></u>	"
Ditch Liner	<u>N/B</u>	
Minus Rock		
3/8"	<u>N/B</u>	
1/2"	<u>9<sup>00</sup></u>	"
3/4"	<u>9<sup>00</sup></u>	"
Type 5 Base Course	<u>9<sup>25</sup></u>	"
1"	<u>7<sup>90</sup></u>	"
1 1/2"	<u>N/B</u>	
2"	<u>7<sup>90</sup></u>	"
3"	<u>N/B</u>	

BID PROPOSAL 240128-I

	925	Laurie
Clean Rock	Cost per Ton	Location
6"		
3/8"	18 <sup>75</sup>	"
1/2"	17 <sup>50</sup>	"
3/4"	N/B	
1"	13 <sup>25</sup>	"
2"	11 <sup>50</sup>	"
2" - 4" 3"	13 <sup>25</sup>	"
4" - 6"	14 <sup>00</sup>	"
Gabion	14 <sup>00</sup>	"
Misc. Fill	5 <sup>75</sup>	"
Clay Fill	N/B	
Sand	N/B	
Pea Gravel	N/B	

Company: Capital Aggregates


Print Name: Ryan Miller

Title: Sales

Address: 1410 Business Park Road Phone: 573-418-9202

City/State/Zip: Linn Creek, MO, 65052 Fax: \_\_\_\_\_

Email: rmiller@capaggs.com

Signature:  Date: 3/25/2024

All bids will be in effect until new bids are awarded March 26, 2025.



# CAPITAL

## AGGREGATES

Capital Aggregates, LLC  
 PO BOX 104990  
 JEFFERSON CITY, MO 65110  
 (833) 633-3344

Quote: MQ0001545\_0  
 Quote Date: Mar 25, 2024  
 Expire Date: Mar 26, 2025  
 Page 1 of 1

### Quote

Customer No: 19579  
  
 CAMDEN COUNTY  
 1 COURT CIR NW STE 2  
 CAMDENTON, MO 65020-8501  
  
 Contact:  
 Phone:  
 Email:

Project Name: CAMDEN COUNTY 2024 LAURIE  
  
 824 Highway O  
 Gravois Mills MO 65037

Salesperson: Ryan Miller  
 573-418-9202  
 miller@capaggs.com

Location	Product ID	Product Description	Quantity	Unit	Material Rate	Freight Rate	Total
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CMC - Laurie	34702	18" Rip Rap	1	Ton	24.25		24.25
CMC - Laurie	34703	24" Rip Rap	1	Ton	24.25		24.25
CMC - Laurie	34704	36" Rip Rap	1	Ton	27.25		27.25
CMC - Laurie	34705	Type 1 Rock Blanket	1	Ton	21.25		21.25
CMC - Laurie	34706	Type 2 Rock Blanket	1	Ton	21.25		21.25
CMC - Laurie	34740	Shot Rock	1	Ton	8.50		8.50
CMC - Laurie	33180	Screenings	1	Ton	4.00		4.00
CMC - Laurie	31260	1/2" Base	1	Ton	9.00		9.00
CMC - Laurie	31340	3/4" Base	1	Ton	9.00		9.00
CMC - Laurie	71421	Type 5 Base	1	Ton	9.25		9.25
CMC - Laurie	31420	1" Base	1	Ton	7.90		7.90
CMC - Laurie	31520	2" Base	1	Ton	7.90		7.90
CMC - Laurie	31580	6" Base	1	Ton	9.25		9.25
CMC - Laurie	72200	3/8" Clean State	1	Ton	18.75		18.75
CMC - Laurie	72260	1/2" Clean State	1	Ton	17.50		17.50
CMC - Laurie	32420	1" Clean	1	Ton	13.25		13.25
CMC - Laurie	32520	2" Clean	1	Ton	11.50		11.50
CMC - Laurie	32540	3" Clean	1	Ton	13.25		13.25
CMC - Laurie	32580	6" Clean	1	Ton	14.00		14.00
CMC - Laurie	37781	Fill Dirt	1	Ton	5.75		5.75

Escalation(1) Date:  
 Escalation(2) Date:

Escalation(1) Amount:  
 Escalation(2) Amount:

#### PROJECT SPECIFIC TERMS

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Payment to be made in full within 30 days of invoice date. A late fee of 1.5% will be added to the unpaid balance until paid in full.

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Capital Aggregates cannot guarantee the moisture content of material.

Any materials loaded or sold after standard operating hours will be charged a fee of \$1/Ton.

Copy

*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

3C

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
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Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL 240128-I

**BID FORM**

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	Cost per Ton	Location
Rip Rap 12"	22 <sup>00</sup>	Linn Creek
Rip Rap 18"	24 <sup>00</sup>	"
Rip Rap 24"	24 <sup>00</sup>	"
Rip Rap 36"	27 <sup>00</sup>	"
Type 1 Rock Blanket	21 <sup>00</sup>	"
Type 2 Rock Blanket	21 <sup>00</sup>	"
Shot Rock	8 <sup>50</sup>	"
Quarry Run	N/B	
Screenings	4 <sup>00</sup>	"
Ditch Liner	N/B	
Minus Rock		
3/8"	7 <sup>00</sup>	"
1/2"		
3/4"		
Type 5 Base Course	8 <sup>75</sup>	"
1"	7 <sup>40</sup>	"
1 1/2"	N/B	
2"	7 <sup>40</sup>	"
3" 4"	7 <sup>40</sup>	"

6"

9<sup>25</sup>

Linn Creek

Clean Rock

Cost per Ton

Location

3/8"

18<sup>75</sup>

"

1/2"

17<sup>50</sup>

"

3/4"

14<sup>00</sup>

"

1"

13<sup>00</sup>

"

2"

11<sup>25</sup>

"

2" - 4"

13<sup>00</sup>

"

4" - 6"

13<sup>85</sup>

"

Gabion

13<sup>85</sup>

"

Misc. Fill

5<sup>75</sup>

Clay Fill

N/B

Sand

N/B

Pea Gravel

N/B

Company:

Capital Aggregates

Print Name:

Ryan Miller

Title:

Sales

Address:

1410 Business Park Road

Phone:

573-418-9202

City/State/Zip:

Linn Creek, MO, 65052

Fax:

Email:

rmiller@capaggs.com

Signature:



Date:

3/25/2024

All bids will be in effect until new bids are awarded March 26, 2025.

# CAPITAL

## AGGREGATES

Capital Aggregates, LLC  
 PO BOX 104990  
 JEFFERSON CITY, MO 65110  
 (833) 633-3344

Quote: MQ0001544\_0  
 Quote Date: Mar 25, 2024  
 Expire Date: Mar 26, 2025  
 Page 1 of 1

### Quote

Customer No: 19579  
  
 CAMDEN COUNTY  
 1 COURT CIR NW STE 2  
 CAMDENTON, MO 65020-8501  
  
 Contact:  
 Phone:  
 Email:

Project Name: CAMDEN COUNTY 2024 LINN CREEK  
  
 76 Bus Park Road  
 LINN CREEK MO 65052

Salesperson: Ryan Miller  
 573-418-9202  
 miller@capaggs.com

Location	Product ID	Product Description	Quantity	Unit	Material Rate	Freight Rate	Total
CMC - Linn Creek	34701	12" Rip Rap	1	Ton	22.00		22.00
CMC - Linn Creek	34702	18" Rip Rap	1	Ton	24.00		24.00
CMC - Linn Creek	34703	24" Rip Rap	1	Ton	24.00		24.00
CMC - Linn Creek	34704	36" Rip Rap	1	Ton	27.00		27.00
CMC - Linn Creek	34705	Type 1 Rock Blanket	1	Ton	21.00		21.00
CMC - Linn Creek	34706	Type 2 Rock Blanket	1	Ton	21.00		21.00
CMC - Linn Creek	34740	Shot Rock	1	Ton	8.50		8.50
CMC - Linn Creek	33180	Screenings	1	Ton	4.00		4.00
CMC - Linn Creek	31200	3/8" Base	1	Ton	7.00		7.00
CMC - Linn Creek	71421	Type 5 Base	1	Ton	8.75		8.75
CMC - Linn Creek	31420	1" Base	1	Ton	7.40		7.40
CMC - Linn Creek	31520	2" Base	1	Ton	7.40		7.40
CMC - Linn Creek	31560	4" Base	1	Ton	7.40		7.40
CMC - Linn Creek	31580	6" Base	1	Ton	9.25		9.25
CMC - Linn Creek	72200	3/8" Clean State	1	Ton	18.75		18.75
CMC - Linn Creek	72260	1/2" Clean State	1	Ton	17.50		17.50
CMC - Linn Creek	72340	3/4" Clean State	1	Ton	14.00		14.00
CMC - Linn Creek	32420	1" Clean	1	Ton	13.00		13.00
CMC - Linn Creek	32520	2" Clean	1	Ton	11.25		11.25
CMC - Linn Creek	32560	4" Clean	1	Ton	13.00		13.00
CMC - Linn Creek	32580	6" Clean	1	Ton	13.85		13.85
CMC - Linn Creek	37782	MISC Fill	1	Ton	5.75		5.75

Escalation(1) Date:  
 Escalation(2) Date:

Escalation(1) Amount:  
 Escalation(2) Amount:

### PROJECT SPECIFIC TERMS

If the bidding contractor is awarded and Capital Aggregates is to supply the materials, please send notice as soon as possible to ensure adequate inventory for the project. All quotes must be signed and returned to the provided contact at Capital Aggregates within 30 days to guarantee price. This quote may be withdrawn if not accepted within 30 days.

Payment to be made in full within 30 days of invoice date. A late fee of 1.5% will be added to the unpaid balance until paid in full.

If price is quoted delivered, Capital Aggregates will not guarantee any trucking quantities per day or guarantee shipments of any kind. Shipments will be between customers and trucking company. The name and phone number of the trucking company is provided as a courtesy to our customers.

Capital Aggregates cannot guarantee the moisture content of material.

Amounts listed loaded except after standard operating hours will be charged a fee of \$1/Ton

Copy

*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

3D

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Quarry Rock, Sand and Gravel" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "QUARRY ROCK, SAND AND GRAVEL BID 240128-I"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL 240128-I**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	<u>22<sup>00</sup></u>	<u>Bagnell</u>
Rip Rap 18"	<u>24<sup>00</sup></u>	"
Rip Rap 24"	<u>24<sup>00</sup></u>	"
Rip Rap 36"	<u>27<sup>00</sup></u>	"
Type 1 Rock Blanket	<u>21<sup>00</sup></u>	"
Type 2 Rock Blanket	<u>21<sup>00</sup></u>	"
Shot Rock	<u>8<sup>50</sup></u>	"
Quarry Run	<u>N/B</u>	
Screenings	<u>4<sup>00</sup></u>	"
Ditch Liner	<u>N/B</u>	
Minus Rock		
3/8"	<u>7<sup>00</sup></u>	"
1/2"	<u>N/B</u>	
3/4"	<u>N/B</u>	
Type 5 Base Course	<u>8<sup>75</sup></u>	"
1"	<u>7<sup>40</sup></u>	"
1 1/2"	<u>N/B</u>	
2"	<u>7<sup>40</sup></u>	"
3"	<u>N/B</u>	

BID PROPOSAL 240128-I

	9 <sup>25</sup>	Bagnell
Clean Rock	Cost per Ton	Location
6"	18 <sup>75</sup>	"
3/8"	17 <sup>50</sup>	"
1/2"	N/B	
3/4"	13 <sup>00</sup>	"
1"	11 <sup>25</sup>	"
2"	13 <sup>00</sup>	"
2" - 4" 3"	13 <sup>85</sup>	"
4" - 6" 6"	13 <sup>85</sup>	"
Gabion	5 <sup>75</sup>	"
Misc. Fill	N/B	
Clay Fill	N/B	
Sand	N/B	
Pea Gravel	N/B	

Company: Capital Aggregates

Print Name: Ryan Miller

Title: Sales

Address: 1410 Business Park Road Phone: 573-418-9202

City/State/Zip: Linn Creek, MO, 65052 Fax: \_\_\_\_\_

Email: Rmiller@Capaggs.com

Signature:  Date: 3/25/2024

All bids will be in effect until new bids are awarded March 26, 2025.



# CAPITAL

## AGGREGATES

Capital Aggregates, LLC  
 PO BOX 104990  
 JEFFERSON CITY, MO 65110  
 (833) 633-3344

Quote: MQ0001554\_0  
 Quote Date: Mar 25, 2024  
 Expire Date: Mar 26, 2025  
 Page 1 of 1

### Quote

Customer No: 19579  
  
 CAMDEN COUNTY  
 1 COURT CIR NW STE 2  
 CAMDENTON, MO 65020-8501  
  
 Contact:  
 Phone:  
 Email:

Project Name: CAMDEN COUNTY 2024 BAGNELL  
  
 345 Blue Spring Dr  
 ELDON MO 65026

Salesperson: Ryan Miller  
 573-418-9202  
 rmiller@capaggs.com

Location	Product ID	Product Description	Quantity	Unit	Material Rate	Freight Rate	Total
CMC - Bagnell	34701	12" Rip Rap	1	Ton	22.00		22.00
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CMC - Bagnell	34705	Type 1 Rock Blanket	1	Ton	21.00		21.00
CMC - Bagnell	34706	Type 2 Rock Blanket	1	Ton	21.00		21.00
CMC - Bagnell	34740	Shot Rock	1	Ton	8.50		8.50
CMC - Bagnell	33180	Screenings	1	Ton	4.00		4.00
CMC - Bagnell	31200	3/8" Base	1	Ton	7.00		7.00
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CMC - Bagnell	31520	2" Base	1	Ton	7.40		7.40
CMC - Bagnell	31580	6" Base	1	Ton	9.25		9.25
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CMC - Bagnell	32520	2" Clean	1	Ton	11.25		11.25
CMC - Bagnell	32540	3" Clean	1	Ton	13.00		13.00
CMC - Bagnell	32580	6" Clean	1	Ton	13.85		13.85
CMC - Bagnell	37782	MISC Fill	1	Ton	5.75		5.75

Escalation(1) Date:  
 Escalation(2) Date:

Escalation(1) Amount:  
 Escalation(2) Amount:

### PROJECT SPECIFIC TERMS

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If price is quoted delivered, Capital Aggregates will not guarantee any trucking quantities per day or guarantee shipments of any kind. Shipments will be between customers and trucking company. The name and phone number of the trucking company is provided as a courtesy to our customers.

Capital Aggregates cannot guarantee the moisture content of material.

Any materials loaded or sold after standard operating hours will be charged a fee of \$1/Ton.

*County of* **CAMDEN** *State of Missouri*

#4

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

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Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "QUARRY ROCK, SAND AND GRAVEL BID 240128-I"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**COPY**

**BID PROPOSAL 240128-I**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	_____	_____
Rip Rap 18"	_____	_____
Rip Rap 24"	_____	_____
Rip Rap 36"	_____	_____
Type 1 Rock Blanket	_____	_____
Type 2 Rock Blanket	_____	_____
Shot Rock	_____	_____
Quarry Run	_____	_____
Screenings	_____	_____
Ditch Liner	_____	_____
Minus Rock	_____	_____
3/8"	_____	_____
1/2"	_____	_____
3/4"	_____	_____
Type 5 Base Course	_____	_____
1"	_____	_____
1 1/2"	_____	_____
2"	_____	_____
3"	_____	_____

**COPY**

BID PROPOSAL 240128-I

6"	_____	_____
Clean Rock	Cost per Ton	Location
3/8"	_____	_____
1/2"	_____	_____
3/4"	_____	_____
1"	_____	_____
2"	_____	_____
2" – 4"	_____	_____
4" – 6"	_____	_____
Gabion	_____	_____
Misc. Fill	_____	_____
Clay Fill	<u>\$50.00 per Ton</u>	<u>Capital Materials Linn Creek MO</u>
Sand	_____	_____
Pea Gravel	<u>\$10.00 per Ton</u>	<u>4627 West US 54 Hwy</u>

Company: Kenny Carroll Excavating INC

Print Name: Kenny Carroll

Title: President / Owner

Address: PO Box 3478; 1435 Old Fifty-Four Road Phone: 573-317-0464

City/State/Zip: Camdenton MO 65020 Fax: 573-317-0465

Email: kennycarrollexc@live.com

Signature:  Date: March 25, 2024

**COPY**

All bids will be in effect until new bids are awarded March 26, 2025.

**BID PROPOSAL 240128-I**  
**TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

## BID PROPOSAL 240128-I

- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and

**COPY**

## BID PROPOSAL 240128-I

- 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
    1. January 1 New Years Day
    2. January 15 Martin Luther King Day
    3. February 12 Monday after Lincoln's Birthday
    4. February 19 Presidents' Birthday
    5. May 8 Truman's Birthday
    6. May 27 Memorial Day
    7. July 4 & 5 Independence Day
    8. September 2 Labor Day
    9. October 14 Columbus Day
    10. November 11 Veteran's Day
    11. November 28-29 Thanksgiving Day
    12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
  - During the performance of this contract, the contractor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

## BID PROPOSAL 240128-I

their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.



## BID PROPOSAL 240128-I

- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

## BID PROPOSAL 240128-I

- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:
- 1) **No Current or Prior Conflict of Interest.** That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) **Termination for Material Conflict.** If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under

## BID PROPOSAL 240128-I

this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

- 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

COPY

**BID PROPOSAL 240128-I**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned           Kenny Carroll Excavating INC           certifies, to the best of his or her knowledge, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,           Kenny Carroll Excavating INC          , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

          3/25/24            
Date

          Kenneth Wayne Carroll            
Print Name

          President - Owner            
Title of Contractor's Authorized Official

**COPY**

**BID PROPOSAL 240128-I**  
**SPECIFICATIONS**

**SAND**

The Camden County Road & Bridge Department is accepting bids on Missouri River Sand or comparable as needed to meet the Missouri Department of Transportation Standard Specifications.

**PEA GRAVEL**

The Camden County Road & Bridge Department is accepting bids on 3/16" to 1/4" minus brown pea gravel or comparable as needed to meet the Missouri Department of Transportation Standard Specifications. CCRB expects to purchase approximately 3000 tons of pea gravel.

**CRUSHED STONE**

The Camden County Road & Bridge Department is accepting bids on all types of gradations including screenings quarry run & "yellow rock".

All stone shall meet the standard specifications of the Missouri Department of Transportation Standard Specifications, except "yellow rock".

The bidder's price shall be for all materials loaded on our truck at the quarry.

It is anticipated that at least two bids in each district will be accepted.

All bids shall be in effect until new bids are awarded February 16, 2024.

**COPY**

**BID PROPOSAL 240128-I**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.



KENNCAR-01

TWELLIVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2024

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.

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.

Table with PRODUCER (Mills & Sons, Inc.), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE (INSURER A: Continental Western Insurance, INSURER B: Stonetrust Commercial Insurance), and INSURED (Kenny Carroll Excavating Inc).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Table with CERTIFICATE HOLDER (Camden County Road & Bridge) and 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: Teresa Welliver).

**COPY**  
**#5**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department. Costs are to include loading into transport vehicle. CCRB will arrange hauling.

	Cost per Ton	Location
Rip Rap 12"	_____	_____
Rip Rap 18"	_____	_____
Rip Rap 24"	_____	_____
Rip Rap 36"	_____	_____
Type 1 Rock Blanket	_____	_____
Type 2 Rock Blanket	_____	_____
Shot Rock	_____	_____
Quarry Run	_____	_____
Screenings	_____	_____
Ditch Liner	_____	_____
Minus Rock	_____	_____
3/8"	_____	_____
1/2"	_____	_____
3/4"	_____	_____
Type 5 Base Course	_____	_____
1"	_____	_____
1 1/2"	_____	_____
2"	_____	_____
3"	_____	_____



BID PROPOSAL 240128-I

6"	Cost per Ton	Location
Clean Rock 3/8" CRACK	16 <sup>00</sup>	2969 N. BUSS. RT. OLD 5 HWY, CAMDEN TON
1/2"		
3/4"		
1" CRACK ROCK	20 <sup>00</sup>	2969 N. BUSS. RT. OLD 5 HWY, CAMDEN TON
2" CRACK	23 <sup>00</sup>	
2" - 4"		
4" - 6" CRACK	15 <sup>00</sup>	2969 N. BUSS. RT. OLD 5 HWY, CAMDEN TON
Gabion		
Misc. Fill		
Clay Fill		
Sand CRACK	10 <sup>00</sup>	2969 N. BUSS RT. OLD 5 HWY, CAMDEN TON
Pea Gravel CRACK	16 <sup>00</sup>	2969 N. BUSS. RT. OLD 5 HWY, CAMDEN TON

Company: DREDGING, INC. D/B/A SCOTT'S CONCRETE

Print Name: JANE MARTIN

Title: RESIDENT

Address: 210 GOBBLER ROAD Phone: 573-346-2450

City/State/Zip: CAMDEN TON MO 65020 Fax: 573-346-5026

Email: JANE@SCOTTSCONCRETE.BIZ

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All bids will be in effect until new bids are awarded March 26, 2025.

**BID PROPOSAL 240128-I**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Jane E. Martin certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Dredging, Inc. dba Scott's Concrete, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Jane E. Martin  
Signature of Contractor's Authorized Official

3-25-24  
Date

Jane E. Martin  
Print Name

President  
Title of Contractor's Authorized Official

Road Paint &  
Glass Beads

( 3 Bids Received )

#1

*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Road Paint & Glass Beads" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ROAD PAINT BID 240128-O"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission



PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL 240128-O**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department.

275 gallon poly caged tote

<b>Striping Paint</b>	<b>55-Gallon Drum</b>	<b><del>300-Gallon Vat</del></b>
Acrylic Waterborne - White (KDOT Specification)	\$990.00/55 gallons	\$4,950.00/275 gallons
Acrylic Waterborne - Yellow (KDOT Specification)	\$990.00/55 gallons	\$4,950.00/275 gallons
<b>Glass Beads</b>	<b>2,000-lb Box</b>	<b>50-lb Bag</b>
Large Beads	NO BID	NO BID

All bids will be in effect until new bids are awarded March 26, 2025.

Company: Ennis-Flint, Inc.


Print Name: Dane Alsalbrook

Title: Director of Contract Administration

Address: 4161 Piedmont Pkwy, Ste 370 Phone: 800-331-8118

City/State/Zip: Greensboro, NC 27410 Fax: 336-218-6746

Email: dl-ts-contracts@ppg.com

Signature:  Date: 3/21/2024

Delivery to be made within 10 working days ARO.

## BID PROPOSAL 240128-O

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

## BID PROPOSAL 240128-O

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

## BID PROPOSAL 240128-O

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.



## BID PROPOSAL 240128-O

- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

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- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:

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- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.
- Anti-Lobbying
- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

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pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

### SPECIFICATIONS

#### **GLASS BEADS**

##### I. Bidder Requirements

A statement shall be furnished showing the point of manufacture and the earliest initial delivery date.

##### II. Free Flow Reflectorizing Spheres Requirements

The free flow reflectorizing glass spheres shall meet all the current requirements of the Kansas Department of Transportation Standard Specifications as of this date for "Specification for Free Flow Reflectorizing Spheres Type "I".

##### III. Large Free Flow Reflectorizing Beads

The large free flow reflectorizing glass spheres shall meet all the requirements of the Kansas Department of Transportation Standard Specifications as of this date for "Specifications for Large Glass Beads Type "L".

##### IV. Sphere Samples and Tests

Samples will be selected at random from shipments of glass spheres and tested. If samples of glass spheres fail to meet the sphere requirements of this specification, the Camden County Government reserves the right to cancel this contract and remove the supplier from the bidding list. The manufacturing shall complete a certification statement that the glass beads conform to the current specifications.

##### V. Order Option

##### VI. Delivery

#### **PAINT**

##### I. Bidder Requirements

A statement shall be furnished showing the point of manufacture and the earliest initial delivery date. A statement shall accompany each bid, stating the source and brand of pigments and vehicles to be used in the paint. Each product bid must come with MSDS sheets on each item.

A statement shall be furnished specifying the minimum number of gallons of finished paint that will be manufactured for each lot of paint offered for inspection. The bidder to whom the order is issued will be required to manufacture the paint in minimum lots of 500 gallons. A "lot" shall be construed as being that quantity of finished paint in a single tank from which a single sample may be taken to represent the material. The bidder must supply a sample of paint to the Highway Department before final acceptance of the bid.

##### II. White and Yellow Acrylic Waterborne Fast Dry Traffic Marking Paint

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The white and yellow acrylic waterborne fast dry paint shall conform to the current requirements of the Kansas Department of Transportation Standard Specifications, as of this specification date.

### III. Paint Samples and Testing

The supplier shall furnish the Road & Bridge Department representatives free access to all parts of the plant, and shall furnish every reasonable facility for sampling both the paint and raw materials shall be scheduled in such a manner that the County Inspector may observe each operation.

An independent testing company in accordance with the latest methods prescribed of ASTM will make tests of samples of both the raw materials and paint. The mixed paint will be required to contain the stated percentage of pigment and analysis. The manufacturer shall complete a certification statement that the paint conforms to the specifications.

No allowance for mixing losses shall be made in determining the percentages of pigment.

Any drums that are damaged or leak, or any paint that has been contaminated with any foreign material, shall be returned at the Supplier's expense for full refund.

### IV. Order Option

#### **DELIVERY**

Paint shall be ready for immediate use upon delivery without any additional mixing or agitating required. Each shipment of paint shall consist of at least 250 gallons. Each shipment shall be delivered only upon request from the Highway Department. The paint shall be delivered to the Camden County Highway Department, 172 VFW Road, Camdenton, Missouri 65020 within ten (10) working days after receipt of order. The supplier shall schedule arrival of each shipment at this location between 7:00 a.m. and 3:00 p.m. The Camden County Highway Department shall be notified of the shipment delivery date at least two (2) days in advance of delivery by calling 573-346-4471. The bidder shall be penalized \$100.00 a day for late shipments.

Bags of glass spheres shall be shipped on standard pallets and unloaded from the tailgate of the truck by Highway Department personnel. The supplier will be responsible for moving the bags to the tailgate of the truck. It will be the responsibility of the Supplier to remove at his expense all rejected material from County property immediately upon notice of rejection. Department personnel will in no way assist with the reloading of the rejected material.

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### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

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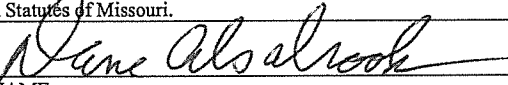
EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	 Dane Alsbrook, Director of Contract Administration
COMPANY NAME	Ennis-Flint, Inc.

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. **The bidder must list ALL products which are or may qualify as domestic below.** If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME



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**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

Ennis-Flint, Inc. will be providing 275-gallon poly caged totes with 250-gallon fill. Specification attached.

# Safety Data Sheet



## Section 1. Identification

**Product Code:** 981611  
**Product Name:** WB WHT KS HI BUILD  
**Product Type:** WB Paint  
**Recommended Use:** Traffic Markings  
**Supplied by:** Ennis-Flint, Inc.  
 4161 Piedmont Parkway, Suite 370  
 Greensboro, NC 27410  
 T: 800.331.8118  
  
**Emergency Telephone:** Chemtrec 1-800-424-9300

## 2. Hazards Identification

**EMERGENCY OVERVIEW:** This product contains a component suspected of causing cancer. However, it is in a non-respirable form and inhalation is unlikely to occur from exposure. This classification is relevant when exposed to dust or powder form only (e.g. sanding, grinding).

**GHS Classification**  
Carc. 1B, STOT SE 1

**Symbol(s) of Product**



**Signal Word**  
Danger

### GHS HAZARD STATEMENTS

Carcinogenicity, category 1B	H350	May cause cancer.
STOT, single exposure, category 1	H370	Causes damage to organs.

### GHS PRECAUTIONARY STATEMENTS

P201	Obtain special instructions before use.
P260	Do not breathe dust/fume/gas/mist/vapours/spray.
P270	Do not eat, drink or smoke when using this product.
P281	Use personal protective equipment as required.
P307+P311	IF exposed: Call a POISON CENTER or doctor/physician.
P308+P313	IF exposed or concerned: Get medical advice/attention.

## 3. Composition/Information on Ingredients

<u>Chemical Name</u>	<u>CAS-No.</u>	<u>Wt. %</u>	<u>GHS Symbols</u>	<u>GHS Statements</u>
Calcium Carbonate	1317-65-3	50-75	No Information	No Information
Titanium Dioxide	13463-67-7	2.5-10	No Information	No Information
Methanol	67-56-1	2.5-10	GHS02-GHS08	H225-370
Crystalline Silica, Quartz	14808-60-7	1.0-2.5	GHS08	H351
Ammonium hydroxide	1336-21-6	0.1-1.0	GHS05-GHS07	H302-314-335
Paraffinic Oil	64742-65-0	0.1-1.0	GHS08	H350
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9	<0.1	GHS08	H350

#### 4. First-aid Measures



**FIRST AID - GENERAL ADVICE:** No hazards which require special first aid measures.

**FIRST AID - INHALATION:** Move to fresh air. Consult a physician if symptoms persist.

**FIRST AID - INGESTION:** Do NOT induce vomiting. If conscious, rinse mouth and drink plenty of water. Never give anything by mouth to an unconscious person. Consult a physician.

**FIRST AID - SKIN CONTACT:** Wash affected area immediately with soap and plenty of water. Remove contaminated clothing and launder before reuse. Consult a physician if symptoms persist.

**FIRST AID - EYE CONTACT:** Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Consult a physician if symptoms persist.

**MOST IMPORTANT SYMPTOMS AND EFFECTS:** None under normal processing.

**NOTES TO PHYSICIAN:** Show this safety data sheet to the doctor in attendance.

#### 5. Fire-fighting Measures

**UNUSUAL FIRE AND EXPLOSION HAZARDS:** None expected.

**SPECIAL FIREFIGHTING PROCEDURES:** As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

**EXTINGUISHING MEDIA:** Alcohol Foam, Carbon Dioxide, Dry Chemical, Foam, Water Fog

#### 6. Accidental Release Measures

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.

**METHODS AND MATERIALS FOR CONTAINMENT AND CLEANUP:** Soak up with inert absorbent material. Take up mechanically. Keep in suitable and closed containers for disposal.

**ENVIRONMENTAL PRECAUTIONS:** Avoid release to the environment. For larger spills, cover drains and build dikes to prevent entry into sewer systems or bodies of water.

**EMERGENCY ADVICE:** Under normal usage or contained spills, this material should not pose a significant emergency risk.

**PERSONAL PRECAUTIONS:** Ensure sufficient ventilation. Use personal protective equipment. Use NIOSH approved respiratory protection if exposed to vapors, dust, mist or aerosols above the occupational exposure limits.

#### 7. Handling and Storage



**HANDLING:** Ensure adequate ventilation. Avoid breathing vapor, mists or dust. Avoid contact with eyes, skin, and clothing. Wear appropriate personal protective equipment. Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Observe good industrial hygiene practices.

**STORAGE:** Keep container tightly closed in a dry and well-ventilated place. Keep in properly labeled containers. MINIMUM RECOMMENDED STORAGE TEMPERATURE IS 34 F (1 C). MAXIMUM RECOMMENDED STORAGE TEMPERATURE IS 120 F (49 C).

#### 8. Exposure Controls/Personal Protection

##### Ingredients with Occupational Exposure Limits

<u>Chemical Name</u>	<u>ACGIH TLV-TWA</u>	<u>ACGIH-TLV STEL</u>	<u>OSHA PEL-TWA</u>	<u>OSHA PEL-CEILING</u>
Calcium Carbonate	N.E.	N.E.	15 mg/m <sup>3</sup>	N.E.
Titanium Dioxide	10 mg/m <sup>3</sup>	N.E.	15 mg/m <sup>3</sup>	N.E.
Methanol	200 ppm	250 ppm	200 PPM	N.E.

Crystalline Silica, Quartz	0.025 mg/m3	N.E.	0.05 mg/m3	N.E.
Ammonium hydroxide	25 ppm	35 ppm	N.E.	N.E.
Paraffinic Oil	N.E.	N.E.	N.E.	N.E.
Petroleum distillates, solvent dewaxed lightparaffinic	N.E.	N.E.	N.E.	N.E.

Further Advice: MEL = Maximum Exposure Limit OES = Occupational Exposure Standard SUP = Supplier's Recommendation  
Sk = Skin Sensitizer N.E. = Not Established

## Personal Protection



**RESPIRATORY PROTECTION:** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.



**SKIN PROTECTION:** Wear waterproof protective gloves.



**EYE PROTECTION:** Safety glasses with side-shields.



**OTHER PROTECTIVE EQUIPMENT:** Eyewash stations, safety showers, ventilation systems.



**HYGIENIC PRACTICES:** When using, do not eat, drink or smoke. Provide regular cleaning of equipment, work area and clothing. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.



**ENGINEERING CONTROLS:** Use in a well ventilated area.

## 9. Physical and Chemical Properties

<b>Appearance:</b>	White Liquid	<b>Physical State:</b>	Liquid
<b>Odor:</b>	Slight, Ammonia	<b>Odor Threshold:</b>	Not Established
<b>Density, g/cm3:</b>	1.705	<b>pH:</b>	>9.6
<b>Freeze Point, °C:</b>	No Information	<b>Viscosity:</b>	85
<b>Solubility in Water:</b>	Insoluble	<b>Partition Coefficient, n-octanol/ water:</b>	No Information
<b>Decomposition temperature, °C</b>	No Information		
<b>Boiling Range, °C:</b>	Not Determined	<b>Explosive Limits, %:</b>	Not Determined
<b>Combustibility:</b>	Does not Support Combustion	<b>Flash Point, °C:</b>	>94
<b>Evaporation Rate:</b>	Slower than Diethyl Ether	<b>Auto-Ignition Temperature, °C</b>	No Information
<b>Vapor Density:</b>	Heavier than air	<b>Vapor Pressure, mmHg:</b>	No Information

(See "Other information" Section for abbreviation legend)

## 10. Stability and Reactivity

**REACTIVITY:** Stable under normal conditions.

**STABILITY:** Stable under recommended storage conditions.

**CONDITIONS TO AVOID:** Excessive heat. Do not freeze.

**INCOMPATIBILITY:** None known based on information supplied.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides. Nitrogen oxides.

## 11. Toxicological Information



### Practical Experiences

**MOST IMPORTANT SYMPTOMS AND EFFECTS:** None under normal processing.

**EFFECT OF OVEREXPOSURE - INHALATION:** Inhalation may cause irritation to the respiratory tract (nose, mouth, mucous membranes). May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination. Sanding and grinding dust may be harmful if inhaled.

**EFFECT OF OVEREXPOSURE - INGESTION:** Ingestion may cause irritation to mucous membranes. May cause gastrointestinal irritation, nausea, vomiting, and diarrhea. May cause gastrointestinal disturbances with dizziness and central nervous system depression.

**EFFECT OF OVEREXPOSURE - SKIN CONTACT:** Direct skin contact may cause irritation.

**EFFECT OF OVEREXPOSURE - EYE CONTACT:** Direct eye contact may cause irritation.

**EFFECT OF OVEREXPOSURE - CHRONIC HAZARDS:** This product contains titanium dioxide in a non-respirable form. Inhalation of titanium dioxide is unlikely to occur from exposure to this product. Inhalation exposure to respirable levels of crystalline silica may cause respiratory impairment and lung damage. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product. Crystalline silica (quartz) has been classified by the International Agency for Research on Cancer (IARC) as a known human carcinogen. Inhalation, ingestion, or skin absorption of methanol can cause blindness.

**CARCINOGENICITY:** This product contains one or more substances which are classified by IARC as carcinogenic to humans (Group I), probably carcinogenic to humans (Group 2A) or possibly carcinogenic to humans (Group 2B).

**PRIMARY ROUTE(S) OF ENTRY:** Eye Contact, Inhalation, Skin Absorption, Skin Contact

### Acute Toxicity Values

The acute effects of this product have not been tested. Data on individual components are tabulated below

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Inhalation LC50</u>
1317-65-3	Calcium Carbonate	> 2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
13463-67-7	Titanium Dioxide	>10000 mg/kg Rat	N.I.	>20001 ppm (Gas/Mist)
67-56-1	Methanol	6200 mg/kg Rat	15840 mg/kg Rabbit	22500 ppm Rat (Gas/Mist)
14808-60-7	Crystalline Silica, Quartz	>2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
1336-21-6	Ammonium hydroxide	350 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-65-0	Paraffinic Oil	>15000 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-56-9	Petroleum distillates, solvent dewaxed lightparaffinic	>5000 mg/kg Rat	>5000 mg/kg Rabbit	N.I.

N.I. = No Information

## 12. Ecological Information

**ECOLOGICAL INFORMATION:** The environmental impact of this product has not been fully investigated. Do not contaminate ponds, waterways or ditches with this material.

**PRESISTENCE AND DEGRADABILITY:** No Information

**BIOACCUMULATIVE POTENTIAL:** No Information

**MOBILITY:** No Information

**OTHER ADVERSE ECOLOGICAL EFFECTS:** No Information

### 13. Disposal Information



#### Product

**DISPOSAL METHOD:** This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). Dispose of contents/ container in accordance with the local/regional/national/international regulations. Do not re-use empty containers.

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.

**CONTAMINATED PACKAGING:** Dispose of contents/ container in accordance with the local/regional/national/international regulations.

### 14. Transport Information

**SPECIAL TRANSPORT PRECAUTIONS:** None.

#### Road Transport

UN Number:	Not Regulated
Shipping Name:	Not Regulated
Transport Hazard Class:	Not Regulated
Packing Group:	Not Applicable
ERG No:	Not Regulated

#### Sea Transport

UN Number:	Not Regulated
Shipping Name:	Not Regulated
IMDG Class:	Not Regulated
Packing Group:	Not Applicable
EmS-No:	Not Regulated
Marine Pollutant:	Not A Marine Pollutant

#### Air Transport

UN Number:	Not Regulated
Shipping Name:	Not Regulated
IATA Class:	Not Regulated
Packing Group:	Not Applicable

### 15. Regulatory Information

#### U.S. Federal Regulations:

##### CERCLA - SARA Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Carcinogenicity, Specific target organ toxicity (single or repeated exposure)

##### SARA SECTION 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

Ethoxylated Nonylphenol, Branched

68412-54-4

**TOXIC SUBSTANCES CONTROL ACT:**

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA components exist in this product.

**U.S. State Regulations:****NEW JERSEY RIGHT-TO-KNOW:**

The following materials are hazardous or among the top five components in this product.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Titanium Dioxide	13463-67-7
Methanol	67-56-1
Crystalline Silica, Quartz	14808-60-7
Ammonium hydroxide	1336-21-6
Paraffinic Oil	64742-65-0
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9

**PENNSYLVANIA RIGHT-TO-KNOW**

The following non-hazardous ingredients are present in the product at greater than 3%.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Titanium Dioxide	13463-67-7
Calcined Aluminum Silicate Powder	92704-41-1
Methanol	67-56-1
Crystalline Silica, Quartz	14808-60-7
Ammonium hydroxide	1336-21-6
Paraffinic Oil	64742-65-0
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9

**CALIFORNIA PROPOSITION 65 CARCINOGENS****WARNING**

Warning: The following ingredients present in the product are known to the state of California to cause Cancer:

<u>Chemical Name</u>	<u>CAS-No.</u>
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7

**CALIFORNIA PROPOSITION 65 REPRODUCTIVE TOXINS****WARNING**

Warning: The following ingredients present in the product are known to the state of California to cause birth defects, or other reproductive hazards.

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

**International Regulations: As follows -****CANADIAN WHMIS:**

This SDS has been prepared in compliance with Controlled Product Regulations.

**16. Other Information**

Revision Date: 2/10/2021

Supersedes Date: 12/11/2020

Datasheet produced by: Regulatory Department

**HMIS Ratings:**

Health:	3	Flammability:	1	Reactivity:	0	Personal Protection:	X
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**NFPA Ratings:**

Health:	1	Flammability:	1	Reactivity:	0	Hazards:	N.I.
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Legend: N.A. - Not Applicable, N.E. - Not Established, N.D. - Not Determined

The information on this sheet corresponds to our present knowledge. It is not a specification and it does not guarantee specific properties. The information is intended to provide general guidance as to health and safety based upon our knowledge of the handling, storage, and use of the product. It is not applicable to unusual or non-standard uses of the product where instructions and recommendations are not followed. Any use of the product not in conformance with this SDS or in combination with any other product or process is the responsibility of the user.



# Safety Data Sheet



## Section 1. Identification

**Product Code:** 981612  
**Product Name:** WB YEL KS HI BUILD  
**Product Type:** WB Paint  
**Recommended Use:** Traffic Markings  
**Supplied by:** Ennis-Flint, Inc.  
 4161 Piedmont Parkway, Suite 370  
 Greensboro, NC 27410  
 T: 800.331.8118  
  
**Emergency Telephone:** Chemtrec 1-800-424-9300

## 2. Hazards Identification

**EMERGENCY OVERVIEW:** This product contains a component suspected of causing cancer. However, it is in a non-respirable form and inhalation is unlikely to occur from exposure. This classification is relevant when exposed to dust or powder form only (e.g. sanding, grinding).

**GHS Classification**  
Carc. 1B, STOT SE 1

**Symbol(s) of Product**



**Signal Word**  
Danger

### GHS HAZARD STATEMENTS

Carcinogenicity, category 1B	H350	May cause cancer.
STOT, single exposure, category 1	H370	Causes damage to organs.

### GHS PRECAUTIONARY STATEMENTS

P201	Obtain special instructions before use.
P260	Do not breathe dust/fume/gas/mist/vapours/spray.
P270	Do not eat, drink or smoke when using this product.
P281	Use personal protective equipment as required.
P307+P311	IF exposed: Call a POISON CENTER or doctor/physician.
P308+P313	IF exposed or concerned: Get medical advice/attention.

## 3. Composition/Information on Ingredients

<u>Chemical Name</u>	<u>CAS-No.</u>	<u>Wt. %</u>	<u>GHS Symbols</u>	<u>GHS Statements</u>
Calcium Carbonate	1317-65-3	50-75	No Information	No Information
Methanol	67-56-1	2.5-10	GHS02-GHS08	H225-370
Titanium Dioxide	13463-67-7	1.0-2.5	No Information	No Information
Crystalline Silica, Quartz	14808-60-7	0.1-1.0	GHS08	H351
Ammonium hydroxide	1336-21-6	0.1-1.0	GHS05-GHS07	H302-314-335
Paraffinic Oil	64742-65-0	0.1-1.0	GHS08	H350
Magnesium silicate (talc)	14807-96-6	0.1-1.0	No Information	No Information
Petroleum distillates, solvent dewaxed lightparaffinic	64742-56-9	<0.1	GHS08	H350

**4. First-aid Measures**



**FIRST AID - GENERAL ADVICE:** No hazards which require special first aid measures.  
**FIRST AID - INHALATION:** Move to fresh air. Consult a physician if symptoms persist.  
**FIRST AID - INGESTION:** Do NOT induce vomiting. If conscious, rinse mouth and drink plenty of water. Never give anything by mouth to an unconscious person. Consult a physician.  
**FIRST AID - SKIN CONTACT:** Wash affected area immediately with soap and plenty of water. Remove contaminated clothing and launder before reuse. Consult a physician if symptoms persist.  
**FIRST AID - EYE CONTACT:** Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Consult a physician if symptoms persist.  
**MOST IMPORTANT SYMPTOMS AND EFFECTS:** None under normal processing.  
**NOTES TO PHYSICIAN:** Show this safety data sheet to the doctor in attendance.

**5. Fire-fighting Measures**

**UNUSUAL FIRE AND EXPLOSION HAZARDS:** None expected.  
**SPECIAL FIREFIGHTING PROCEDURES:** As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.  
**EXTINGUISHING MEDIA:** Alcohol Foam, Carbon Dioxide, Dry Chemical, Foam, Water Fog

**6. Accidental Release Measures**

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.  
**METHODS AND MATERIALS FOR CONTAINMENT AND CLEANUP:** Soak up with inert absorbent material. Take up mechanically. Keep in suitable and closed containers for disposal.  
**ENVIRONMENTAL PRECAUTIONS:** Avoid release to the environment. For larger spills, cover drains and build dikes to prevent entry into sewer systems or bodies of water.  
**EMERGENCY ADVICE:** Under normal usage or contained spills, this material should not pose a significant emergency risk.  
**PERSONAL PRECAUTIONS:** Ensure sufficient ventilation. Use personal protective equipment. Use NIOSH approved respiratory protection if exposed to vapors, dust, mist or aerosols above the occupational exposure limits.

**7. Handling and Storage**



**HANDLING:** Ensure adequate ventilation. Avoid breathing vapor, mists or dust. Avoid contact with eyes, skin, and clothing. Wear appropriate personal protective equipment. Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Observe good industrial hygiene practices.  
**STORAGE:** Keep container tightly closed in a dry and well-ventilated place. Keep in properly labeled containers. MINIMUM RECOMMENDED STORAGE TEMPERATURE IS 34 F (1 C). MAXIMUM RECOMMENDED STORAGE TEMPERATURE IS 120 F (49 C).

**8. Exposure Controls/Personal Protection**

<b>Ingredients with Occupational Exposure Limits</b>				
<b>Chemical Name</b>	<b>ACGIH TLV-TWA</b>	<b>ACGIH-TLV STEL</b>	<b>OSHA PEL-TWA</b>	<b>OSHA PEL-CEILING</b>
Calcium Carbonate	N.E.	N.E.	15 mg/m3	N.E.
Methanol	200 ppm	250 ppm	200 PPM	N.E.
Titanium Dioxide	10 mg/m3	N.E.	15 mg/m3	N.E.

Crystalline Silica, Quartz	0.025 mg/m3	N.E.	0.05 mg/m3	N.E.
Ammonium hydroxide	25 ppm	35 ppm	N.E.	N.E.
Paraffinic Oil	N.E.	N.E.	N.E.	N.E.
Magnesium silicate (talc)	2 mg/m3	N.E.	2 mg/m3	N.E.
Petroleum distillates, solvent dewaxed lightparaffinic	N.E.	N.E.	N.E.	N.E.

Further Advice: MEL = Maximum Exposure Limit OES = Occupational Exposure Standard SUP = Supplier's Recommendation  
Sk = Skin Sensitizer N.E. = Not Established

### Personal Protection



**RESPIRATORY PROTECTION:** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.



**SKIN PROTECTION:** Wear waterproof protective gloves.



**EYE PROTECTION:** Safety glasses with side-shields.



**OTHER PROTECTIVE EQUIPMENT:** Eyewash stations, safety showers, ventilation systems.



**HYGIENIC PRACTICES:** When using, do not eat, drink or smoke. Provide regular cleaning of equipment, work area and clothing. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.



**ENGINEERING CONTROLS:** Use in a well ventilated area.

## 9. Physical and Chemical Properties

<b>Appearance:</b>	Yellow Liquid	<b>Physical State:</b>	Liquid
<b>Odor:</b>	Slight, Ammonia	<b>Odor Threshold:</b>	Not Established
<b>Density, g/cm3:</b>	1.690	<b>pH:</b>	>9.6
<b>Freeze Point, °C:</b>	No Information	<b>Viscosity:</b>	85
<b>Solubility in Water:</b>	Insoluble	<b>Partition Coefficient, n-octanol/ water:</b>	No Information
<b>Decomposition temperature, °C</b>	No Information		
<b>Boiling Range, °C:</b>	Not Determined	<b>Explosive Limits, %:</b>	Not Determined
<b>Combustibility:</b>	Does not Support Combustion	<b>Flash Point, °C:</b>	>94
<b>Evaporation Rate:</b>	Slower than Diethyl Ether	<b>Auto-ignition Temperature, °C</b>	No Information
<b>Vapor Density:</b>	Heavier than air	<b>Vapor Pressure, mmHg:</b>	No Information

(See "Other information" Section for abbreviation legend)

## 10. Stability and Reactivity

**REACTIVITY:** Stable under normal conditions.

**STABILITY:** Stable under recommended storage conditions.

**CONDITIONS TO AVOID:** Excessive heat. Do not freeze.

**INCOMPATIBILITY:** None known based on information supplied.

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon oxides. Nitrogen oxides.

## 11. Toxicological Information



### Practical Experiences

**MOST IMPORTANT SYMPTOMS AND EFFECTS:** None under normal processing.

**EFFECT OF OVEREXPOSURE - INHALATION:** Inhalation may cause irritation to the respiratory tract (nose, mouth, mucous membranes). May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination. Sanding and grinding dust may be harmful if inhaled.

**EFFECT OF OVEREXPOSURE - INGESTION:** Ingestion may cause irritation to mucous membranes. May cause gastrointestinal irritation, nausea, vomiting, and diarrhea. May cause gastrointestinal disturbances with dizziness and central nervous system depression.

**EFFECT OF OVEREXPOSURE - SKIN CONTACT:** Direct skin contact may cause irritation.

**EFFECT OF OVEREXPOSURE - EYE CONTACT:** Direct eye contact may cause irritation.

**EFFECT OF OVEREXPOSURE - CHRONIC HAZARDS:** This product contains titanium dioxide in a non-respirable form. Inhalation of titanium dioxide is unlikely to occur from exposure to this product. Inhalation exposure to respirable levels of crystalline silica may cause respiratory impairment and lung damage. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product. Crystalline silica (quartz) has been classified by the International Agency for Research on Cancer (IARC) as a known human carcinogen. Inhalation, ingestion, or skin absorption of methanol can cause blindness.

**CARCINOGENICITY:** This product contains one or more substances which are classified by IARC as carcinogenic to humans (Group I), probably carcinogenic to humans (Group 2A) or possibly carcinogenic to humans (Group 2B).

**PRIMARY ROUTE(S) OF ENTRY:** Eye Contact, Inhalation, Skin Absorption, Skin Contact

### Acute Toxicity Values

The acute effects of this product have not been tested. Data on individual components are tabulated below

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Inhalation LC50</u>
1317-65-3	Calcium Carbonate	> 2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
67-56-1	Methanol	6200 mg/kg Rat	15840 mg/kg Rabbit	22500 ppm Rat (Gas/Mist)
13463-67-7	Titanium Dioxide	>10000 mg/kg Rat	N.I.	>20001 ppm (Gas/Mist)
14808-60-7	Crystalline Silica, Quartz	>2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
1336-21-6	Ammonium hydroxide	350 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-65-0	Paraffinic Oil	>15000 mg/kg Rat	> 2000 mg/kg	>20001 ppm (Gas/Mist)
14807-96-6	Magnesium silicate (talc)	>2000 mg/kg	> 2000 mg/kg	>20001 ppm (Gas/Mist)
64742-56-9	Petroleum distillates, solvent dewaxed lightparaffinic	>5000 mg/kg Rat	>5000 mg/kg Rabbit	N.I.

N.I. = No Information

## 12. Ecological Information

**ECOLOGICAL INFORMATION:** The environmental impact of this product has not been fully investigated. Do not contaminate ponds, waterways or ditches with this material.

**PRESISTENCE AND DEGRADABILITY:** No Information

**BIOACCUMULATIVE POTENTIAL:** No Information

**MOBILITY:** No Information

**OTHER ADVERSE ECOLOGICAL EFFECTS:** No Information

### 13. Disposal Information



#### Product

**DISPOSAL METHOD:** This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). Dispose of contents/ container in accordance with the local/regional/national/international regulations. Do not re-use empty containers.

**STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:** Use personal protective equipment. Ensure adequate ventilation. Dike far ahead of liquid spill for later disposal.

**CONTAMINATED PACKAGING:** Dispose of contents/ container in accordance with the local/regional/national/international regulations.

### 14. Transport Information

**SPECIAL TRANSPORT PRECAUTIONS:** None.

#### Road Transport

UN Number:	Not Regulated
Shipping Name:	Not Regulated
Transport Hazard Class:	Not Regulated
Packing Group:	Not Applicable
ERG No:	Not Regulated

#### Sea Transport

UN Number:	Not Regulated
Shipping Name:	Not Regulated
IMDG Class:	Not Regulated
Packing Group:	Not Applicable
EmS-No:	Not Regulated
Marine Pollutant:	Not A Marine Pollutant

#### Air Transport

UN Number:	Not Regulated
Shipping Name:	Not Regulated
IATA Class:	Not Regulated
Packing Group:	Not Applicable

### 15. Regulatory Information

#### U.S. Federal Regulations:

##### CERCLA - SARA Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Carcinogenicity, Specific target organ toxicity (single or repeated exposure)

##### SARA SECTION 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

Ethoxylated Nonylphenol, Branched

68412-54-4

**TOXIC SUBSTANCES CONTROL ACT:**

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA components exist in this product.

**U.S. State Regulations:****NEW JERSEY RIGHT-TO-KNOW:**

The following materials are hazardous or among the top five components in this product.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Calcined Aluminum Silicate Powder	92704-41-1
Methanol	67-56-1
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7
Ammonium hydroxide	1336-21-6
Paraffinic Oil	64742-65-0
Magnesium silicate (talc)	14807-96-6
Petroleum distillates,solvent dewaxed lightparaffinic	64742-56-9

**PENNSYLVANIA RIGHT-TO-KNOW**

The following non-hazardous ingredients are present in the product at greater than 3%.

<u>Chemical Name</u>	<u>CAS-No.</u>
Calcium Carbonate	1317-65-3
Water	7732-18-5
Acrylic polymer	
Calcined Aluminum Silicate Powder	92704-41-1
Methanol	67-56-1
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7
Ammonium hydroxide	1336-21-6
Paraffinic Oil	64742-65-0
Magnesium silicate (talc)	14807-96-6
Petroleum distillates,solvent dewaxed lightparaffinic	64742-56-9

**CALIFORNIA PROPOSITION 65 CARCINOGENS****WARNING**

Warning: The following ingredients present in the product are known to the state of California to cause Cancer:

<u>Chemical Name</u>	<u>CAS-No.</u>
Titanium Dioxide	13463-67-7
Crystalline Silica, Quartz	14808-60-7
Magnesium silicate (talc)	14807-96-6

**CALIFORNIA PROPOSITION 65 REPRODUCTIVE TOXINS****WARNING**

Warning: The following ingredients present in the product are known to the state of California to cause birth defects, or other reproductive hazards.

<u>Chemical Name</u>	<u>CAS-No.</u>
Methanol	67-56-1

**International Regulations: As follows -  
CANADIAN WHMIS:**

This SDS has been prepared in compliance with Controlled Product Regulations.

**16. Other Information**

Revision Date: 2/10/2021 Supersedes Date: 12/11/2020

Datasheet produced by: Regulatory Department

**HMIS Ratings:**

Health:	3	Flammability:	1	Reactivity:	0	Personal Protection:	X
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**NFPA Ratings:**

Health:	1	Flammability:	1	Reactivity:	0	Hazards:	N.I.
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Legend: N.A. - Not Applicable, N.E. - Not Established, N.D. - Not Determined

The information on this sheet corresponds to our present knowledge. It is not a specification and it does not guarantee specific properties. The information is intended to provide general guidance as to health and safety based upon our knowledge of the handling, storage, and use of the product. It is not applicable to unusual or non-standard uses of the product where instructions and recommendations are not followed. Any use of the product not in conformance with this SDS or in combination with any other product or process is the responsibility of the user.



**ENNIS-FLINT**  
A Traffic Safety Solutions Company

Manufacturer:

**Ennis-Flint**  
13213 Hwy 79 South  
Saverton, MO 63467  
Phone: 800-331-8118

**Certificate of Analysis**

Date:	9/9/2021
Code:	981611
Description:	WB WHT KS HI BUILD
Batch:	MP2109W0599
Color:	White
Quantity:	2,268 Gallons
MFG Date:	9/8/2021

Property	UOM	Min	Max	Actual
Solids Content % Wt, Instrument Data	%	76.00		77.16
Pigment Content % (ash - organic pigment)	%	62.00	66.00	62.10
NVV, Non-volatile vehicle	%	39.00		39.74
Weight	lbs./gallon			14.10
Viscosity	KU	75	90	88
Directional Reflectance	Unit	80		86.20
Fineness of Grind		3		4
Contrast Ratio @ 12 Wet Mills	Unit	0.960		1.00
Dry Time D-711 @ 6 Wet Mills	minutes		5	4
Bleeding Ratio	units	0.960		Pass
VOC Less Than	grams/liter		150	91.41

This product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolyzable chlorine derivatives, ethylene based glycol ethers and their acetates, nor any carcinogen as defined in 29-CFR 1910.1200.

Having the authority to act for Ennis-Flint, I do hereby certify that all materials and the final product hereon complies with all applicable specifications.

Name: **Lisa Lawrence**

Signature: *Lisa Lawrence*

Title: Quality Manager





**ENNIS-FLINT**  
A Traffic Safety Solutions Company

Manufacturer:

**Ennis-Flint**  
13213 Hwy 79 South  
Saverton, MO 63467  
Phone: 800-331-8118

**Certificate of Analysis**

Date:	9/10/2021
Code:	981612
Description:	WB YEL KS HI BUILD
Batch:	MP2109Y0597
Color:	Yellow
Quantity:	1,764 Gallons
MFG Date:	9/8/2021

Property	UOM	Min	Max	Actual
Solids Content % Wt, Instrument Data	%	76.00		78.85
Pigment Content % (ash - organic pigment)	%	62.00	66.00	62.55
NVV, Non-volatile vehicle + Organic pigment	%	39.00		43.52
Weight	lbs./gallon			13.98
Viscosity	KU	75	90	89
Directional Reflectance	Unit	50		54.08
Fineness of Grind		3		4
Contrast Ratio @ 12 Wet Mills	Unit	0.960		0.99
Dry Time D-711 @ 6 Wet Mills	minutes		5	4
Bleeding Ratio	units	0.960		Pass
VOC Less Than	grams/liter		150	Pass

This product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolyzable chlorine derivatives, ethylene based glycol ethers and their acetates, nor any carcinogen as defined in 29-CFR 1910.1200.

Having the authority to act for Ennis-Flint, I do hereby certify that all materials and the final product hereon complies with all applicable specifications.

Name: **Lisa Lawrence**

Signature: *Lisa Lawrence*

Title: Quality Manager

Packaging - Specification  
**container for transport**

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CB 275 std / nat / 6" Red TP, closed  
Ball valve, FKM, 2" male cam lock , 1pc ,  
New Mauser bottle in Recon Mauser Cage

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Date: October 14, 2020  
Page 1 of 2



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**Technical data:**

Rated volume:	275	gal
Overflow volume:	280	gal
Length:	48	in
Width:	40	in
Height with pallet:	46	in
Filling opening:	6	in
Discharge opening:	2	in
Fork opening - height	3.5	in
Label plate:	NA	piece
Corner Protector:	NA	piece
Weight: approx	128	lbs

**Packaging - Specification**  
**container for transport**

---

**CB 275 std / nat / 6" Red TP, closed**  
**Ball valve, FKM, 2" male cam lock , 1pc ,**  
**New Mauser bottle in Recon Mauser cage**

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**Date: October 14, 2020**  
**Page 2 of 2**

**Construction:**

**Outer Container:** Mauser Cage

**Inner Container:** Rectangular blow molded tank of high density polyethylene (HDPE), with filling opening (6") in the middle of the top section. Valve opening in front section.

**Material:** High Density Polyethylene - natural

**Filling Opening:** Filling opening 6" with external thread, closed with red screw cap, closed

**Material:**

Screw cap 6":	HDPE, red
O-ring gasket:	TP
G2-plug:	NA
O-ring 2"-plug:	NA
Vent:	NA
Seal Cap:	NA

**Discharge Opening:** Ball valve, 2" male cam lock outlet, 1 pc dust cap

**Material:**

Housing butterfly valve:	HDPE
Ball inside valve	Polypropylene (PP)
Flat gasket:	FKM
Ball gasket:	FKM
Screw cap:	HDPE

**Pallet:** Mauser steel Pallet

**Colorent:** Heavy-metal free

**Delivery:** Ready for filling, clean

**UN-Marking:** None

#2

*County of* **CAMDEN** *State of Missouri*

COPY

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Road Paint & Glass Beads" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ROAD PAINT BID 240128-O"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL 240128-O**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department.

<b>Striping Paint</b> <small>Type Text Color</small>	<b>55-Gallon Drum</b>	<b>300-Gallon Vat</b>
Acrylic Waterborne - White (KDOT Specification)	NO BID	NO BID
Acrylic Waterborne - Yellow (KDOT Specification)	NO BID	NO BID
<b>Glass Beads</b>	<b>2,000-lb Box</b>	<b>50-lb Bag</b>
Large Beads	\$1780.00/box	\$44.50/bag

All bids will be in effect until new bids are awarded March 26, 2025.

Company: Swarco Industries LLC


Print Name: Jon Sproul

Title: GM

Address: 270 Rutherford Lane Phone: 931-388-5900

City/State/Zip: Columbia, TN 38401 Fax: 931-388-4039

Email: roseann.meredith@swarco.com

Signature:  Date: 3/19/2024

## BID PROPOSAL 240128-O

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

## BID PROPOSAL 240128-O

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents.

**BID PROPOSAL 240128-O**

- 3) be merchantable,
- 4) be of good materials and workmanship, and
- 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:

Jon Sproul, January 1, New Years Day "NONE"

- 2. January 15 Martin Luther King Day
- 3. February 12 Monday after Lincoln's Birthday
- 4. February 19 Presidents' Birthday
- 5. May 8 Truman's Birthday
- 6. May 27 Memorial Day
- 7. July 4 & 5 Independence Day
- 8. September 2 Labor Day
- 9. October 14 Columbus Day
- 10. November 11 Veteran's Day
- 11. November 28-29 Thanksgiving Day
- 12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
  - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.



## BID PROPOSAL 240128-O

- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## BID PROPOSAL 240128-O

### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

## BID PROPOSAL 240128-O

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:

## BID PROPOSAL 240128-O

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.
- Anti-Lobbying
- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

## BID PROPOSAL 240128-O

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

### SPECIFICATIONS

#### GLASS BEADS

##### I. Bidder Requirements

A statement shall be furnished showing the point of manufacture and the earliest initial delivery date.

##### II. Free Flow Reflectorizing Spheres Requirements

The free flow reflectorizing glass spheres shall meet all the current requirements of the Kansas Department of Transportation Standard Specifications as of this date for "Specification for Free Flow Reflectorizing Spheres Type "I".

##### III. Large Free Flow Reflectorizing Beads

The large free flow reflectorizing glass spheres shall meet all the requirements of the Kansas Department of Transportation Standard Specifications as of this date for "Specifications for Large Glass Beads Type "L".

##### IV. Sphere Samples and Tests

Samples will be selected at random from shipments of glass spheres and tested. If samples of glass spheres fail to meet the sphere requirements of this specification, the Camden County Government reserves the right to cancel this contract and remove the supplier from the bidding list. The manufacturing shall complete a certification statement that the glass beads conform to the current specifications.

##### V. Order Option

##### VI. Delivery

#### PAINT

##### I. Bidder Requirements

A statement shall be furnished showing the point of manufacture and the earliest initial delivery date. A statement shall accompany each bid, stating the source and brand of pigments and vehicles to be used in the paint. Each product bid must come with MSDS sheets on each item.

A statement shall be furnished specifying the minimum number of gallons of finished paint that will be manufactured for each lot of paint offered for inspection. The bidder to whom the order is issued will be required to manufacture the paint in minimum lots of 500 gallons. A "lot" shall be construed as being that quantity of finished paint in a single tank from which a single sample may be taken to represent the material. The bidder must supply a sample of paint to the Highway Department before final acceptance of the bid.

##### II. White and Yellow Acrylic Waterborne Fast Dry Traffic Marking Paint

## BID PROPOSAL 240128-O

The white and yellow acrylic waterborne fast dry paint shall conform to the current requirements of the Kansas Department of Transportation Standard Specifications, as of this specification date.

### III. Paint Samples and Testing

The supplier shall furnish the Road & Bridge Department representatives free access to all parts of the plant, and shall furnish every reasonable facility for sampling both the paint and raw materials shall be scheduled in such a manner that the County Inspector may observe each operation.

An independent testing company in accordance with the latest methods prescribed of ASTM will make tests of samples of both the raw materials and paint. The mixed paint will be required to contain the stated percentage of pigment and analysis. The manufacturer shall complete a certification statement that the paint conforms to the specifications.

No allowance for mixing losses shall be made in determining the percentages of pigment.

Any drums that are damaged or leak, or any paint that has been contaminated with any foreign material, shall be returned at the Supplier's expense for full refund.

### IV. Order Option

#### **DELIVERY**

Paint shall be ready for immediate use upon delivery without any additional mixing or agitating required. Each shipment of paint shall consist of at least 250 gallons. Each shipment shall be delivered only upon request from the Highway Department. The paint shall be delivered to the Camden County Highway Department, 172 VFW Road, Camdenton, Missouri 65020 within ten (10) working days after receipt of order. The supplier shall schedule arrival of each shipment at this location between 7:00 a.m. and 3:00 p.m. The Camden County Highway Department shall be notified of the shipment delivery date at least two (2) days in advance of delivery by calling 573-346-4471. The bidder shall be penalized \$100.00 a day for late shipments.

Bags of glass spheres shall be shipped on standard pallets and unloaded from the tailgate of the truck by Highway Department personnel. The supplier will be responsible for moving the bags to the tailgate of the truck. It will be the responsibility of the Supplier to remove at his expense all rejected material from County property immediately upon notice of rejection. Department personnel will in no way assist with the reloading of the rejected material.

## **BID PROPOSAL 240128-O**

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL 240128-O**

**EXHIBIT A**

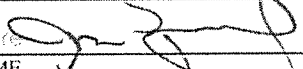
**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE Type text here	
COMPANY NAME	Jon Sproul, GM Swarco Industries LLC

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME



**BID PROPOSAL 240128-O**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

"NONE"



March 19, 2024

County of Camden  
Road & Bridge Department  
1 Court Circle NW, Suite 2  
Camdenton, MO 65020

Re: 2024 Road Paint Bid 240128-O  
Due: March 26, 2024 @10:00 am

To Whom It May Concern:

The point of manufacture for the glass beads is:

Swarco Industries LLC  
901 N. James Campbell Blvd.  
Columbia, TN 38401

Earliest initial delivery date is 15 days/ARO.

*County of* **CAMDEN** *State of Missouri*

#3

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Road Paint & Glass Beads" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ROAD PAINT BID 240128-O"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL 240128-O

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department.

<b>Striping Paint</b>	<b>55-Gallon Drum</b>	<b>300-Gallon Vat</b>
Acrylic Waterborne - White (KDOT Specification)	No Bid	No Bid
Acrylic Waterborne - Yellow (KDOT Specification)	No Bid	No Bid
<b>Glass Beads</b>	<b>2,000-lb Box</b>	<b>50-lb Bag</b>
Large Beads	\$2,100.00/unit (\$1.05/lb.)	\$52.50/unit (\$1.05/lb.)

All bids will be in effect until new bids are awarded March 26, 2025.

Company: Potters Industries, LLC

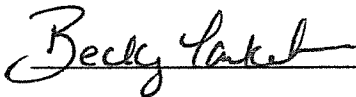
Print Name: Becky Tarkenton

Title: Bid Administrator

Address: 3222 Phoenixville Pike, Suite 103 Phone: 800-552-3237

City/State/Zip: Malvern, PA 19355 Fax: 610-408-9723

Email: becky.tarkenton@pottersindustries.com

Signature:  Date: 03/21/2024

## BID PROPOSAL 240128-O

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

## BID PROPOSAL 240128-O

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

## BID PROPOSAL 240128-O

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.

## BID PROPOSAL 240128-O

➤ During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## BID PROPOSAL 240128-O

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

## BID PROPOSAL 240128-O

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:

## BID PROPOSAL 240128-O

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.
- Anti-Lobbying
- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

## BID PROPOSAL 240128-O

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

### SPECIFICATIONS

#### **GLASS BEADS**

##### I. Bidder Requirements

A statement shall be furnished showing the point of manufacture and the earliest initial delivery date.

##### II. Free Flow Reflectorizing Spheres Requirements

The free flow reflectorizing glass spheres shall meet all the current requirements of the Kansas Department of Transportation Standard Specifications as of this date for "Specification for Free Flow Reflectorizing Spheres Type "I".

##### III. Large Free Flow Reflectorizing Beads

The large free flow reflectorizing glass spheres shall meet all the requirements of the Kansas Department of Transportation Standard Specifications as of this date for "Specifications for Large Glass Beads Type "L".

##### IV. Sphere Samples and Tests

Samples will be selected at random from shipments of glass spheres and tested. If samples of glass spheres fail to meet the sphere requirements of this specification, the Camden County Government reserves the right to cancel this contract and remove the supplier from the bidding list. The manufacturing shall complete a certification statement that the glass beads conform to the current specifications.

##### V. Order Option

##### VI. Delivery

#### **PAINT**

##### I. Bidder Requirements

A statement shall be furnished showing the point of manufacture and the earliest initial delivery date. A statement shall accompany each bid, stating the source and brand of pigments and vehicles to be used in the paint. Each product bid must come with MSDS sheets on each item.

A statement shall be furnished specifying the minimum number of gallons of finished paint that will be manufactured for each lot of paint offered for inspection. The bidder to whom the order is issued will be required to manufacture the paint in minimum lots of 500 gallons. A "lot" shall be construed as being that quantity of finished paint in a single tank from which a single sample may be taken to represent the material. The bidder must supply a sample of paint to the Highway Department before final acceptance of the bid.

##### II. White and Yellow Acrylic Waterborne Fast Dry Traffic Marking Paint

## **BID PROPOSAL 240128-O**

The white and yellow acrylic waterborne fast dry paint shall conform to the current requirements of the Kansas Department of Transportation Standard Specifications, as of this specification date.

### **III. Paint Samples and Testing**

The supplier shall furnish the Road & Bridge Department representatives free access to all parts of the plant, and shall furnish every reasonable facility for sampling both the paint and raw materials shall be scheduled in such a manner that the County Inspector may observe each operation.

An independent testing company in accordance with the latest methods prescribed of ASTM will make tests of samples of both the raw materials and paint. The mixed paint will be required to contain the stated percentage of pigment and analysis. The manufacturer shall complete a certification statement that the paint conforms to the specifications.

No allowance for mixing losses shall be made in determining the percentages of pigment.

Any drums that are damaged or leak, or any paint that has been contaminated with any foreign material, shall be returned at the Supplier's expense for full refund.

### **IV. Order Option**

#### **DELIVERY**

Paint shall be ready for immediate use upon delivery without any additional mixing or agitating required. Each shipment of paint shall consist of at least 250 gallons. Each shipment shall be delivered only upon request from the Highway Department. The paint shall be delivered to the Camden County Highway Department, 172 VFW Road, Camdenton, Missouri 65020 within ten (10) working days after receipt of order. The supplier shall schedule arrival of each shipment at this location between 7:00 a.m. and 3:00 p.m. The Camden County Highway Department shall be notified of the shipment delivery date at least two (2) days in advance of delivery by calling 573-346-4471. The bidder shall be penalized \$100.00 a day for late shipments.

Bags of glass spheres shall be shipped on standard pallets and unloaded from the tailgate of the truck by Highway Department personnel. The supplier will be responsible for moving the bags to the tailgate of the truck. It will be the responsibility of the Supplier to remove at his expense all rejected material from County property immediately upon notice of rejection. Department personnel will in no way assist with the reloading of the rejected material.

## **BID PROPOSAL 240128-O**

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL 240128-O**

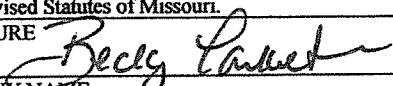
**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE 
COMPANY NAME Potters Industries, LLC

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. **The bidder must list ALL products which are or may qualify as domestic below.** If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**BID PROPOSAL 240128-O**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

NONE





3222 Phoenixville Pike  
Suite 103  
Malvern, PA 19355  
1-800-55-BEADS  
(445)895-3200  
[www.pottersindustries.com](http://www.pottersindustries.com)

Rowland A. Todd  
Camden County Clerk  
1 Court Circle NW, Suite 2  
Camdenton, MO 65020

RE: Point of Manufacture and Delivery date

MO Type L Bead will be shipped 30 days ARO.

The plant that will supply this bead is:

Potters Industries, LLC  
Paris, TX Plant  
1601 19<sup>th</sup> Street N.W.  
Paris, TX 75460  
844-785-1633

Thank you,

A handwritten signature in black ink that reads 'Becky Tarkenton'. The signature is written in a cursive, flowing style.

Becky Tarkenton  
Bid Administrator

[Becky.tarkenton@pottersindustries.com](mailto:Becky.tarkenton@pottersindustries.com)  
445-895-3236

**POTTERS INDUSTRIES, LLC**  
**SECRETARY'S CERTIFICATE**

I, Roger William Andersen II, being the Secretary of POTTERS INDUSTRIES, LLC, a Delaware limited liability company (the "Company"), HEREBY CERTIFY that:

1. I am the duly elected and acting Secretary of the Company and, as such, the keeper of the records of the Company. I am duly authorized to execute and deliver this Secretary's Certificate for and on behalf of the Company.


2. Set forth below is a true, correct and complete reproduction of Section 5.5(k) of the Company's Amended and Restated Limited Liability Company Operating Agreement, dated as of July 1, 2011:

"Unless prohibited by a resolution approved by the affirmative vote of a majority of the Directors present, an Officer elected or appointed by the Board may delegate in writing some or all of the duties and powers of such person's office to other persons. In addition, each officer of the Company shall have the power to sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by this Agreement or the Board to a particular officer or agent of the Company."

3. Pursuant to the authority granted in the aforementioned provision of the Company's Amended and Restated Limited Liability Company Operating Agreement, I have delegated to Becky Tarkenton the authority to sign and submit bids and contracts for and on behalf of the Company.

4. The foregoing delegation remains in full force and effect and has not been revoked as of the date hereof.

IN WITNESS WHEREOF, I have executed and delivered this Secretary's Certificate as of May 1, 2023.

  
\_\_\_\_\_  
Roger William Andersen II, Secretary

**Highway Safety Marking Spheres with Coating**

ACCORDING TO US CFR 1910.1200

**SECTION 1. IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY UNDERTAKING****1.1 Product identifier**

Product Name Highway Safety Marking Spheres with Coating  
Standard Highway Safety Marking Spheres with Coating  
Premium Highway Safety Marking Spheres with Coating  
VISIBEAD® Highway Safety Marking Spheres with Coating  
VISIBEAD® Plus Highway Safety Marking Spheres with Coating  
Premix Highway Safety Marking

Chemical Name Glass, oxide, chemicals

CAS No. 65997-17-3

**1.2 Relevant identified uses of the substance or mixture and uses advised against**

Identified Use(s) Used mainly in road safety markings for retro-reflectivity purposes

Uses Advised Against Not known.

**1.3 Details of the supplier of the safety data sheet**

Manufacturer

Company Identification Potters Industries LLC

Address of Manufacturer P. O. Box 841  
Valley Forge, PA  
USA

Zip code 19482

Telephone: 800-552-3237

Fax Not known.

E-mail sds@pottersindustries.com

Supplier

Company Identification Potters Industries LLC

Address of Supplier P. O. Box 841  
Valley Forge, PA  
USA

Zip code 19482

Telephone: 800-552-3237

Fax Not known.

E-mail sds@pottersindustries.com

**1.4 Emergency telephone number**

Emergency Phone No. 800-552-3237/ 800-424-9300 (USA)

Contact Company/ChemTrec

**SECTION 2. HAZARDS IDENTIFICATION****2.1 Classification of the substance or mixture**



Highway Safety Marking Spheres with Coating

US CFR 1910.1200 Not classified as dangerous for supply/use.

2.2 Label elements

According to US CFR 1910.1200

Product Name SPHERIGLASS® A-GLASS SOLID GLASS SPHERES WITH COUPLING AGENT COATING

Hazard Pictogram(s) None.

Signal Word(s) None.

Hazard Statement(s) None.

Precautionary Statement(s) None.

2.3 Other hazards

Dust may have irritant effect on skin, eyes and air passages.

2.4 Additional Information

None.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1 Substances

Table with 5 columns: HAZARDOUS INGREDIENT(S), CAS No., %W/W, Hazard Statement(s), Hazard Pictogram(s). Rows include Glass, oxide, chemicals and Coating.

3.2 Mixtures

Not applicable.

SECTION 4: FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing.

Skin Contact Wash skin with water.

Eye Contact Flush eyes with water for at least 15 minutes.

Ingestion Do not induce vomiting. Get immediate medical advice/attention.

4.2 Most important symptoms and effects, both acute and delayed

Dust may cause irritation. Dust may cause discomfort and mild irritation.

4.3 Indication of any immediate medical attention and special treatment needed

Unlikely to be required but if necessary treat symptomatically.

SECTION 5: FIRE-FIGHTING MEASURES



## Highway Safety Marking Spheres with Coating

### 5.1 Extinguishing Media

Suitable Extinguishing Media As appropriate for surrounding fire.

Unsuitable Extinguishing Media None.

### 5.2 Special hazards arising from the substance or mixture

Non-combustible. Excessive heating (>500°C) may cause melting or fusion of the substance.

### 5.3 Advice for firefighters

Fire fighters should wear complete protective clothing including self-contained breathing apparatus.

## SECTION 6. ACCIDENTAL RELEASE MEASURES

### 6.1 Personal precautions, protective equipment and emergency procedures

Wear suitable protective clothing. Wear eye/face protection.

### 6.2 Environmental precautions

Do not release large quantities into the surface water or into drains.

### 6.3 Methods and material for containment and cleaning up

Caution - spillages may be slippery. Sweep spilled substances into containers if appropriate moisten first to prevent dusting. Use vacuum equipment for collecting spilt materials, where practicable.

### 6.4 Reference to other sections

See Also Section 8, 13.

## SECTION 7. HANDLING AND STORAGE

### 7.1 Precautions for safe handling

Caution - spillages may be slippery. General hygiene measures for the handling of chemicals are applicable. Avoid generation of dust. Wash hands and exposed skin after use. Do not eat, drink or smoke at the work place.

### 7.2 Conditions for safe storage, including any incompatibilities

Keep container tightly closed and dry.

Storage temperature

Ambient.

Storage life

Stable under normal conditions.

Incompatible materials

Acids.

### 7.3 Specific end use(s)

Used as functional fillers and additives in various industrial applications, plastics, paints & coatings, composites and thermoset systems.

## SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### 8.1 Control parameters

#### 8.1.1 Occupational Exposure Limits



Highway Safety Marking Spheres with Coating

Occupational Exposure Limits						
SUBSTANCE.	CAS No.	LTEL (8 hr TWA ppm)	LTEL (8 hr TWA mg/m <sup>3</sup> )	STEL (ppm)	STEL (mg/m <sup>3</sup> )	Note:
Inhalable particles	G000-00-01		10			ACGIH TLV
Respirable particles	G000-00-01		3			ACGIH TLV
Particulates not otherwise classified/regulated (PNOR, PNOC) (Total dust)	G000-00-01		15			OSHA PEL Z-1
Particulates not otherwise classified/regulated (PNOR, PNOC) (Respirable fraction)	G000-00-01		5			OSHA PEL Z-1
Particulates Not Otherwise Regulated (PNOR), Total dust	G000-00-01		10			OSHA PEL
Particulates Not Otherwise Regulated (PNOR), Respirable fraction	G000-00-01		5			OSHA PEL

Remark	Notes
ACGIH TLV	The American Conference of Governmental Industrial Hygienists (ACGIH®) Threshold Limit Values (TLVs®), 2022
OSHA PEL Z-1	Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) from 29 CFR 1910.1000 Z-1 Table, 2022
OSHA PEL	Occupational Safety and Health (Cal/OSHA) Permissible Exposure Limits (PELs), 2019

8.2 Exposure controls

8.2.1. Appropriate engineering controls Engineering methods to prevent or control exposure are preferred. Methods include process or personnel enclosure, mechanical ventilation (dilution and local exhaust), and control of process conditions.

8.2.2. Personal protection equipment



Eye Protection Handling of larger amounts : Wear eye protection with side protection (EN166).



Skin protection Wear suitable gloves if prolonged skin contact is likely. Breakthrough time of the glove material: refer to the information provided by the gloves' producer.



Respiratory protection Wear suitable respiratory protective equipment if exposure to high levels of material are likely.



Thermal hazards Not applicable.

8.2.3. Environmental Exposure Controls Do not release large quantities into the surface water or into drains.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

**Highway Safety Marking Spheres with Coating****9.1 Information on basic physical and chemical properties**

Appearance	Powder. Color : White.
Odor	Odorless.
Odor Threshold	Not known.
pH	Not known.
Melting Point/Freezing Point	730°C /1346°F
Initial boiling point and boiling range	Not known.
Flash Point	Not applicable.
Evaporation Rate	Not applicable.
Flammability (solid, gas)	Non-flammable.
Upper/lower flammability or explosive limits	Not applicable.
Vapor pressure	Not known.
Vapor density	Not applicable.
Density (g/ml)	Not known.
Relative density	Not known.
Solubility(ies)	Solubility (Water) : Insoluble. Solubility (Other) : Not known.
Partition coefficient: n-octanol/water	Not known.
Auto-ignition temperature	Not applicable.
Decomposition Temperature (°C)	Not known.
Viscosity	Not applicable.
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
<b>9.2 Other information</b>	None.

**SECTION 10: STABILITY AND REACTIVITY****10.1 Reactivity**

Stable under normal conditions.

**10.2 Chemical Stability**

Stable under normal conditions.

**10.3 Possibility of hazardous reactions**

No hazardous reactions known if used for its intended purpose.

**10.4 Conditions to avoid**

None anticipated.

**10.5 Incompatible materials**

Acids.

**10.6 Hazardous decomposition products**

**Highway Safety Marking Spheres with Coating**

No hazardous decomposition products known.

**SECTION 11: TOXICOLOGICAL INFORMATION****11.1 Information on toxicological effects**

Acute toxicity - Ingestion	Not classified. Low oral toxicity. By analogy with similar materials: LD50 (oral,rat) mg/kg: 5000
Acute toxicity - Skin Contact	Not classified. Low acute toxicity.
Acute toxicity - Inhalation	Not classified. Low acute toxicity. Dust : Irritant effect on air passages.
Skin corrosion/irritation	Not classified. Dust may cause irritation.
Serious eye damage/irritation	Not classified. Dust may cause irritation.
Skin sensitization data	Not classified. It is not a skin sensitizer.
Respiratory sensitization data	Not classified.
Germ cell mutagenicity	Not classified. There is no evidence of mutagenic potential.
Carcinogenicity	Not classified. No evidence of carcinogenicity.
Reproductive toxicity	Not classified. No evidence of reproductive effects.
Lactation	Not classified.
STOT - single exposure	Not classified. None anticipated.
STOT - repeated exposure	Not classified. None anticipated.
Aspiration hazard	Not classified.
<b>11.2 Other information</b>	Not known.

**SECTION 12: ECOLOGICAL INFORMATION****12.1 Toxicity**

Toxicity - Aquatic invertebrates	Low toxicity to invertebrates.
Toxicity - Fish	Low toxicity to fish.



**Highway Safety Marking Spheres with Coating**

Toxicity - Algae	Low toxicity to algae.
Toxicity - Sediment Compartment	Not classified.
Toxicity - Terrestrial Compartment	Not classified.
<b>12.2 Persistence and degradability</b>	The methods for determining the biological degradability are not applicable to inorganic substances.
<b>12.3 Bioaccumulative potential</b>	No information available.
<b>12.4 Mobility in soil</b>	Insoluble in water. The substance is predicted to have low mobility in soil.
<b>12.5 Other adverse effects</b>	Not known.

**SECTION 13: DISPOSAL CONSIDERATIONS**

<b>13.1 Waste treatment methods</b>	Product as supplied: The waste is considered to be non hazardous. Dispose at suitable refuse site.
<b>13.2 Additional Information</b>	Disposal should be in accordance with local, state or national legislation.

**SECTION 14: TRANSPORT INFORMATION**

Not classified as hazardous for transport.

<b>14.1 UN number</b>	Not applicable
<b>14.2 UN proper shipping name</b>	Not applicable
<b>14.3 Transport hazard class(es)</b>	Not applicable
<b>14.4 Packing group</b>	Not applicable
<b>14.5 Environmental hazards</b>	Not classified as a Marine Pollutant.
<b>14.6 Special precautions for user</b>	Not known
<b>14.7 Transport in bulk according to Annex II of Marpol and the IBC Code</b>	Not known

**SECTION 15: REGULATORY INFORMATION**



Highway Safety Marking Spheres with Coating

15.1 US Federal Regulations

Toxic and hazardous substances (29 CFR 1910; Subpart Z)	Not listed
National emission standards for hazardous air pollutants (40 CFR 61.01)	Not listed
SARA Title III Section 313	Not listed
TSCA (Toxic Substance Control Act)	Listed : 65997-17-3 (Active)
CAA 602 - Ozone Depleting Substances (ODS)	Not listed

15.2 US State Regulations

State Right to Know Lists  
Proposition 65 (California)

This product can expose you to chemicals including arsenic and lead, which are known to the State of California to cause cancer and lead, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to <https://www.P65Warnings.ca.gov>.

Minnesota  
New Jersey  
Pennsylvania  
Rhode Island

Not listed  
Not listed  
Not listed  
Not listed

15.3 Other

OSPAR List of Chemicals for Priority Action	Not listed
OSHA (List of Highly Hazardous Chemicals, Toxics and Reactives)	Not listed
NTP (National Toxicology Program )	Not listed
IARC (International Agency for Research on Cancer )	Not listed

SECTION 16: OTHER INFORMATION

The following sections contain revisions or new statements: 8

LEGEND

Hazard Pictogram(s) None.

Precautionary Statement(s) None.

Acronyms  
 ATE : Acute Toxicity Estimate  
 CAS : Chemical Abstracts Service  
 LTEL : Long term exposure limit  
 STEL : Short term exposure limit



## Highway Safety Marking Spheres with Coating

STOT : Specific Target Organ Toxicity

Key literature references and sources for US CFR 1910.1200

data used to compile the SDS

Disclaimers

Information contained in this publication or as otherwise supplied to Users is believed to be accurate and is given in good faith, but it is for the Users to satisfy themselves of the suitability of the product for their own particular purpose. Potters Industries LLC gives no warranty as to the fitness of the product for any particular purpose and any implied warranty or condition (statutory or otherwise) is excluded except to the extent that exclusion is prevented by law. Potters Industries LLC accepts no liability for loss or damage (other than that arising from death or personal injury caused by defective product, if proved), resulting from reliance on this information. Freedom under Patents, Copyright and Designs cannot be assumed.

Batteries

( 1 Bid Received )

County of **CAMDEN** State of Missouri

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Batteries" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "BATTERIES BID 240128-B"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m.** March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL 240128-B

SPECIFICATIONS

Bids are being sought for 6 and 12 volts batteries for passenger car, light commercial and heavy-duty commercial use. Each bidder shall provide weight, ampere-hours, list price and net price for each battery bid. Bids must include all group numbers and battery types. Typical battery use includes:

Group 65HD - 875CCA  
Group 24 - 900CCA  
Group 31-S - 1000CCA  
Group 48 - 720 CCA  
Group 49 - 850 CCA  
3EH - 1150 CCA

Group 31-ST - 1000 CCA  
Group 1 & 2 - 600CCA  
4D2 - 1100 CCA  
Group 78 - 875 CCA  
Group 94R - 800 CCA  
3ET - 565 CCA

The Highway Department will accept bids on these groups and others. Bidders are encouraged to include bids for all types available to the bidder.

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Batteries will be ordered as needed. Batteries will be delivered to 172 VFW Road, Camdenton, Missouri 65020.

All bids shall be in effect until new bids are awarded March 26, 2025.

BID FORM

Company:

Continental Battery DBA: Ellis Battery

Print Name:

Tabitha Triplett

Title:

Branch manager

Address:

45 Hudson St.

Phone:

573-346-6963

City/State/Zip:

Camdenton, mo. 65020

Fax:

Email:

tabitha.triplett@gocbs.com

Signature:

*Tabitha Triplett*

Date:

3-22-2024

## BID PROPOSAL 240128-B

### TERMS AND CONDITIONS

- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The successful bidder is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

✓



## BID PROPOSAL 240128-B

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

**BID PROPOSAL 240128-B**

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

## BID PROPOSAL 240128-B

- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with the Contract Work Hours and Safety Standards Act
- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the

## BID PROPOSAL 240128-B

overtime wages required by the clause set forth in paragraph 1) of this section.

3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.

4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

➤ Clean Air Act

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part.

➤ Federal Water Pollution Control Act

1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000.

➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

➤ Conflict of Interest. Contractor represents and warrants the following:

1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this

**BID PROPOSAL 240128-B**

Agreement, Contractor shall immediately inform the Company in writing of such conflict.

- 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
  - In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL 240128-B**

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL 240128-B**

EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	<i>[Handwritten Signature]</i>
COMPANY NAME	<i>Continental Battery DBA: Ellis Battery</i>

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.		
SIGNATURE		
COMPANY NAME		

**EXCLUSION SHEET**

**BID PROPOSAL 240128-B**

You must list any items on this sheet that do not meet the specifications that are requested





**ELLIS BATTERY**  
*Start Easy. Stay Positive.*

Part #	CCA	List	Net
AGM + Plus = 48 Month Replacement			
L2/H5/47AGM	680	\$223.54	\$163.93
L3/H6/48AGM	760	\$224.18	\$164.40
L4/H7/94RAGM	800	\$257.44	\$188.79
L5/H8/49AGM	900	\$262.17	\$192.25
65AGM	860	\$250.54	\$183.73
Premium Series - 18 Month Replacement			
24P	525	\$105.44	\$77.32
24F-P	525	\$105.44	\$77.32
26P	500	\$98.00	\$71.86
26R-P	500	\$98.00	\$71.86
45P	480	\$102.91	\$75.46
65P	650	\$124.55	\$91.34
Supreme Series - 24 Month Replacement			
24CS	700	\$125.10	\$91.74
24F-CS	700	\$125.10	\$91.74
25CS	550	\$108.38	\$79.47
27CS	700	\$134.39	\$98.55
27F-CS	700	\$134.39	\$98.55
34CS	630	\$117.64	\$86.28
34/78CS	770	\$123.97	\$90.91
35CS	550	\$108.95	\$79.89
36R-CS	650	\$158.16	\$115.98
40R-CS	650	\$143.35	\$105.13
47/90CS	490	\$101.89	\$74.72
48/91CS	680	\$112.91	\$82.79
49/93CS	825	\$151.88	\$111.38
51CS	500	\$91.07	\$66.78
51R-CS	500	\$91.07	\$66.78
58CS	550	\$111.15	\$81.51
58R-CS	550	\$119.06	\$87.31
65CS	750	\$141.37	\$103.68
75CS	635	\$120.25	\$88.18
78CS	770	\$125.56	\$92.08
86CS	525	\$104.86	\$76.90
90/T5-CS	590	\$134.73	\$98.81

94R-CS	765	\$150.29	\$110.22
96R-CS	590	\$132.98	\$97.51
121R-CS	550	\$148.24	\$108.71
124R-CS	700	\$159.12	\$116.69
151R-CS	340	\$160.29	\$117.55

Platinum Series - 36 Month Replacement

34/78CP	800	\$131.87	\$96.71
L3/H6/48CP	730	\$149.30	\$106.88
65CP	850	\$149.13	\$106.76
L4/H7/94R-CP	790	\$160.71	\$117.85

Heavy Duty Commercial

6TL	750	\$346.68	\$254.24
4/5D	1000	\$155.06	\$113.71
4DLT	820	\$221.74	\$162.61
4D	1000	\$225.21	\$165.15
8D	1155	\$245.14	\$179.77
8D-MF	1400	\$317.07	\$232.51
XHD31A	950	\$139.87	\$103.95
XHD31C	950	\$139.87	\$103.95

Lawn and Garden - 6 Month Replacement

U1L-235	250	\$48.45	\$36.53
U1L-300	300	\$56.00	\$41.07
U1L-350	350	\$62.52	\$45.84
U1R-235	250	\$48.45	\$36.53
U1R-300	300	\$56.00	\$41.07
U1R-350	350	\$62.52	\$45.84

Rental Equipment  
( 2 Bids Received )

*County of* **CAMDEN** *State of Missouri*

#1

Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Rental Equipment" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "RENTAL EQUIPMENT BID 240128-K"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL 240128-K**

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

**LIST OF EQUIPMENT:**

\*Note with or without operator

Bid – Per Hour

Mobilization Cost

*Note with or without operator	Bid – Per Hour	Mobilization Cost
<u>Please see attached quote</u>	<u>—</u>	<u>\$150 eachway</u>
<u>without operator</u>		

All bids will be in effect until new bids are awarded March 26, 2025.  
Feel free to attach company's rates in brochure form in lieu of completing the area above.

(Attach additional pages if more space is needed)

Company: Equipmentshare

Print Name: Ashlee Hall

Title: Territory account manager

Address: 24 Karen Dr. Phone: 573-355-7057

City/State/Zip: Eldon, MO Fax: \_\_\_\_\_

Email: ashlee.hall@equipmentshare.com

Signature: Ashlee Hall Date: 3-26-24

**BID PROPOSAL 240128-K**  
**TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such

## BID PROPOSAL 240128-K

matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

## BID PROPOSAL 240128-K

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the Road and Bridge Administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.



## BID PROPOSAL 240128-K

- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 33044 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## BID PROPOSAL 240128-K

### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL 240128-K

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## BID PROPOSAL 240128-K

- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
  
- Access to Records. The following access to records requirements apply to this contract:
  - 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
  
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
  
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL 240128-K**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Asnlee Hall certifies, to the best of his or her knowledge, that

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Asnlee Hall, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Asnlee Hall  
Signature of Contractor's Authorized Official

3-26-24  
Date

Asnlee Hall  
Print Name

Territory account manager  
Title of Contractor's Authorized Official

**BID PROPOSAL 240128-K**

**SPECIFICATIONS**

The Camden County Road & Bridge Department requests bids for hourly rates for road and construction equipment. Rates are requested for equipment without operator. Bid price to specify type and size or capacity of equipment.

Camden County Road & Bridge Department works 40-hour workweeks.

CCRB is interested in renting the following equipment in the event that said equipment requires repair:

Concrete Forms	Oil Distributor Truck
Manlift	Vibratory Steel Drum Roller
Motor Grader	Mini-Excavator
Skid-steer w/ Broom and Milling Attachment	Track-Mounted Excavator
Backhoe	Self-Propelled Broom
Tandem-Axle Dump Truck	Asphalt Paver
Bucket Truck	Stump Grinder
Brush Chipper	Crack Seal Machine
Pavement Striping Machine	Wheel Mounted Front Loader
Water Truck	

CCRB may also rent equipment not in its current inventory. Please include as much equipment as possible in your bid with pricing. Pricing should be broken down by daily, weekly, and monthly

Mobilization costs should be included in the event that CCRB does not possess the capability to haul certain equipment or hauling equipment is not available.



# Rental Quote

March 26 2024 13:16 PM

## EquipmentShare

Eldon, MO - Core Solutions  
Eldon, MO - Core Solutions  
24 Karen Dr

<u>Quote Details</u>
Quote # 114335
Purchase Order: None
Customer Account: None
Quote Expires May 1 2024 08:00 AM

Rep: Ashlee Hall

1

## Customer Information

Camden County  
Ordered By: Todd Rowland  
Patrick\_wolf@camdenmo.org  
+1 573 346 4440

## Delivery Location

Camdenton  
  
Camden County, MO None

## Site Contact Information

## Rental Summary

Start Date: April 1 2024 08:00 AM

End Date: April 2 2024 08:00 AM

RPP (required): \$1788.50

Total Rental Days 1

Equipment Type	Quantity	Day Rate	Week Rate	4 Week Rate	Shift	Subtotal
Telescopic Boom Lift, 45' - 46' IC	1	\$375.00	\$850.00	\$1,750.00	Single	\$375.00
Telescopic Boom Lift, 65' - 67' IC	1	\$475.00	\$1,100.00	\$2,225.00	Single	\$475.00
Telescopic Boom Lift, 85' - 86' IC	1	\$675.00	\$1,725.00	\$3,400.00	Single	\$675.00
Track Skid Loader 2,500 - 2,800 Lbs ROC	1	\$425.00	\$1,200.00	\$2,400.00	Single	\$425.00
Track Skid Loader 3,100 - 3,400 Lbs ROC	1	\$475.00	\$1,300.00	\$2,600.00	Single	\$475.00
Sweeper 72" Front Brush, CTL	1	\$110.00	\$300.00	\$675.00	Single	\$110.00
Backhoe Loader 68 - 74 Hp, Standard Stick	1	\$350.00	\$1,000.00	\$2,000.00	Single	\$350.00
Backhoe Loader 90 - 99 Hp, Extendable Stick	1	\$450.00	\$1,400.00	\$2,800.00	Single	\$450.00
Chipper, 12", Gas	1	\$415.00	\$1,225.00	\$2,700.00	Single	\$415.00
Water Truck 2,000 - 2,500 Gal - Diesel	1	\$450.00	\$1,300.00	\$2,900.00	Single	\$450.00
Water Truck 4,000 - 4,500 Gal - Diesel	1	\$550.00	\$2,000.00	\$4,600.00	Single	\$550.00
Ride-On Double Drum Roller, 1.5 ton, 36" Width	1	\$250.00	\$700.00	\$1,600.00	Single	\$250.00
Ride-On Double Drum Roller, 3 ton, 48" Width	1	\$350.00	\$950.00	\$2,100.00	Single	\$350.00
Ride-On Single Drum Roller, 5 - 6 Ton, 54" Width	1	\$400.00	\$1,200.00	\$3,000.00	Single	\$400.00
Ride-On Single Drum Roller, 7 - 8 Ton, 66" Width	1	\$525.00	\$1,400.00	\$3,650.00	Single	\$525.00
Mini Excavator 2,500 - 4,000 lbs	1	\$275.00	\$800.00	\$1,775.00	Single	\$275.00
Mini Excavator 5,000 - 6 500 lbs	1	\$300.00	\$950.00	\$1,950.00	Single	\$300.00
Mini Excavator 7,000 - 9,000 lbs	1	\$325.00	\$825.00	\$1,800.00	Single	\$325.00
Mini Excavator 10,000 - 14,000 lbs	1	\$350.00	\$1,000.00	\$2,300.00	Single	\$350.00
Mini Excavator 15,000 - 20,000 lbs	1	\$600.00	\$1,400.00	\$3,300.00	Single	\$600.00
Track Excavator 25,000 - 35,000 lbs	1	\$700.00	\$1,900.00	\$4,800.00	Single	\$700.00
Track Excavator 37,000 - 42,000 lbs	1	\$725.00	\$2,000.00	\$5,000.00	Single	\$725.00
Track Excavator 45,000 - 55,000 lbs	1	\$850.00	\$2,100.00	\$5,400.00	Single	\$850.00
3 Wheel Sweeper, Mid-Mount Broom, Diesel	1	\$325.00	\$900.00	\$1,775.00	Single	\$325.00
4 Wheel Sweeper, Mid-Mount Broom, Diesel	1	\$350.00	\$925.00	\$1,900.00	Single	\$350.00
Walk-Behind Stump Grinder 30-40 HP	1	\$250.00	\$825.00	\$2,100.00	Single	\$250.00
Wheel Loader 145 - 155 hp, 3 cu. yd	1	\$650.00	\$1,900.00	\$4,900.00	Single	\$650.00
Wheel Loader 190 - 200 hp, 4 cu. yd	1	\$800.00	\$2,400.00	\$6,200.00	Single	\$800.00

**Total Rental Items** 28.00 Rental Subtotal \$12,775.00

Equipment Charges	Subtotal
1.9% Environment Fee	\$242.78

\*Fees are equipment model dependent and will be finalized when invoiced.



Fees Subtotal	\$242.78
Rental Subtotal	\$12,775.00
RPP	\$1,788.50
Equipment Charges	\$242.78
Delivery Fee	\$150.00
Pickup Fee	\$150.00
Sales Tax	\$794.08
<b>Total</b>	<b>\$15,900.36</b>

**Terms & Conditions**

By signing I acknowledge and accept this rental quote and I understand that these rates are subject to change after the listed expiration date above.

\_\_\_\_\_  
Customer Signature

BID PROPOSAL 240128-K

#2

BID FORM

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

LIST OF EQUIPMENT:

\*Note with or without operator

Bid – Per Hour

Mobilization Cost

	Bid – Per Hour	Mobilization Cost
List Attached		40.00 + 1.00 mile
No Operator		each way

All bids will be in effect until new bids are awarded March 26, 2025.

Feel free to attach company's rates in brochure form in lieu of completing the area above.

(Attach additional pages if more space is needed)

Company: A-B RENTAL & SALES LLC

Print Name: RON BURMAN

Title: OWNER

Address: PO Box 61 - 1263 N. BSN RT 5 Phone: 573-346-7700

City/State/Zip: CAMDEN, MO 65020 Fax: 573-346-7784

Email: abrental@charter.net

Signature: Ron Burman Date: 3-11-24

**BID PROPOSAL 240128-K**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Ron Buena certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, A-B RENTAL & SALES LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Ron Buena  
Signature of Contractor's Authorized Official

3-11-24  
Date

Ron Buena  
Print Name

OWNER  
Title of Contractor's Authorized Official

1/2 Day Week

Aeriator, Core Plugger, Gas	60	75	
Aeriator, Tow Behind		20	
Air Compressor 4 cfm Hand Carry	15	25	100
Air Compressor 6 cfm Wheelbarrow	25	35	140
Air Compressor 185 cfm (Bare)	120	175	700
Air Nailer, Roofing, Finish		20	80
Airless Paint Sprayer		80	320
Aluminum Siding Break	40	50	
Aluminum Siding Break Slitter		10	

1/2 Day Week

Block Saw		50	200
Brusch Cutter, Billy Goat	60	90	
Builders Level	20	30	
Bullfloat / Fresno		25	100
Broom		20	80

1/2 Day Week

Carpet Dryer		20	80
Carpet Iron		10	40
Carpet Stapler, Elect		20	80
Carpet Stretcher, Knee Kicker		15	60
Carpet Stretcher, Power Strecher		30	120
Ceramic Tile Cutter, Manual		10	40
Ceramic Tub Saw	35	45	180
Chain Saw		45	
Compactor, Jumping Jack	75	100	400
Compactor, Vib Plate	45	55	220
Concrete Buggie	175	225	
Concrete Chute 12'		20	80
Concrete Chute 16'		25	100
Concrete Drill, 1 1/2"	25	35	140
Concrete Drill, 3/4"	20	25	100
Concrete Drill, Core Bits \$10.00 per Inch			
Concrete Drill, Core Drill	60	80	240
Concrete Fresno		25	100
Concrete Grinder, 7" Angle	35	45	
Diamond Cup Wheel		25	
Concrete Grinder, 7" EDCO	70	100	

Concrete Mixer, 2CF Elect		35	140
Concrete Planer	80	125	
Concrete Power Trowel 36"		80	
Concrete Saw, 14" Gas of Elect	50	60	240
Concrete Saw, 14" Walk Behind	60	80	320
Concrete Saw, Diamond Blade (Hand)		25	75
Concrete Saw, Diamond Blade (Walk)		45	135
Concrete Screed		100	400
Concrete Vibrator, 12' Elect	35	45	180
Core Bit, Carbide		40	
Core Plugger	60	75	

	1/2	Day	Week
Dehumidifier		45	180
Demolition Hammer (Bosch 12 lb.)	25	35	140
Demolition Hammer (Bosch 25 lb.)	35	45	180
Demolition Hammer (Bosch 60 lb.)	60	80	320
Dollie, Appliance		20	80
Dollie, Appliance Large		25	100
Dollie, Piano		15	60
Dollie, 4 Wheel		8	24
Drill, 1/2", Angle		20	80
Dry Wall Jack		35	140
Dry Wall Sander	30	40	160
Dry Wall Sander w/Vacuum		75	300
Dry Wall Sprayer, Graco 6 g. Hopper	50	70	280
Dry Wall Sprayer, Hopper & Gun		15	60
Dry Wall Sprayer, Comp, Hopper & G	30	40	160
Dry Wall Stilts, 18-30"		15	60
Dump Trailer, Large 10000# (82x14)	100	150	600
Dump Trailer, Small 3500# (6x8)	75	125	500

	1/2	Day	Week
Edger, Lawn		35	

Fan, Barrel		20	
Floor Buffer		45	180
Floor Nailer, 3/4"		35	140
Floor Nailer, 3/8"		25	100
Floor Sander, 8" Drum/12 X 18 Vib	50	75	300
Fresno		25	100

	1/2	Day	Week
Generator, 5000 Watt		50	200
Generator, up to 4000 Watt		40	160
Glass Suction Cups		15	

Hard Wood Floor Cutter		20	80
Hardwood Floor Nailer, 3/4"		35	140
Hardwood Floor Nailer, 3/8"		25	100
Harrow		20	
Heater, Kerosene,		25	100
Heater, Propane 100,000BTU		20	80
Heater, Propane 35,000 BTU		15	60
Hedge Trimmer	25	35	
Hilman Rollers, per Roller		8	24
Hot Water Pressure Washer, 2400	75	100	400
Hydraulic Jack, 12-20 Ton		25	75

	1/2	Day	Week
Impact Wrench 1"	20	30	120
Impact Wrench 1/2"	15	20	80

	1/2	Day	Week
Jack Hammer Trolley	60	90	360
Jackhammer		50	200
Jamb Saw	20	30	120

	1/2	Day	Week	
Knee Kicker		15	60	
	1/2	Day	Week	
Ladder Jacks, Pair		15	45	
Ladders, Extention 16-32'	30	35	140	
Ladders, Extention 40'	35	45	180	
Ladders, Step 10' and 12' (6'--7')		15	60	
Ladders, Step 14' and 16' (9'--10')		45	180	
Ladders, Step 6' and 8'		12	48	
Laser Level	30	50	200	
Lawn Edger		35		
Lawn Roller		20		
Leaf Blower, Back Pack	30	40		
Leaf Blower, Walk Behind	35	50		
Limb Saw	40	60		
Log Splitter	50	75		
	1/2	Day	Week	
Man Lift, 3522		250	1000	
Man Lift, 5533		300	1200	
Magnet, Roll-A-Round		15		
Material Lift, 650 lb, 18 Feet	60	80	320	
Metal Detector	15	25		
Miter Saw		20	80	
	1/2	Day	Week	
Over Seeder	50	75		
	1/2	Day	Week	
Pallet Jack	25	35	140	
Pipe Wrench, 36"-48"		20		
Post Driver, Gas	50	75		
Post Hole Auger, 1 or 2 Man	35	45	180	
Post Hole Auger, Towable Hydraulic	75	125		
Post Jack, 6' 6" to 11'		10	40	
Power Pruner	40	60		
Power Rake	50	75		
Power Strecher		30	120	
Pressure Washer, 2700	40	60	240	
Pressure Washer, 4000	50	80	320	
Pressure Washer, Extention Wand		20	80	
Pressure Washer, Hot Water, 2400	75	100	400	
Pressure Washer, Scrubber		25	100	
Re-Bar Cutter		20	80	
Rock Drill		50	200	
	1/2	Day	Week	Month
Saw-Zall		15	60	
Scaffolding, 4 1/2' (Per Set)		8	16	32
Scaffolding, Bakers 29" X 8'		20	40	80
Scaffolding, Boards, Alum. 20" X 7'		5	10	20
Scaffolding, Casters (Per Set)		8	16	32
Scaffolding, Levelers, 18"		2	4	8
Seeder		10		

	1/2	Day	Week
Sewer Auger, 100' Electric	45	55	
Sewer Auger, 100' Steel Tape		20	
Sewer Auger, 25' Hand		10	
Sewer Auger, 50' Electric	30	40	
Sewer Auger, 50' Hand	15	20	
Sewer Auger, Stool Auger		10	
Shears, Metal or Cement Board		20	80
Siding Break	40	50	
Siding Break Slitter		10	
Socket / Ratchet 1" Drive		15	60
Sod Cutter	75	100	
Soil Pipe Cutter	25	35	
Stripper, Air Stick	30	40	160
Stripper, Jack Hammer Trolley	60	90	360
Stripper, Tile or Carpet, EDCO	50	75	300
Stump Grinder	200	250	
Suction Cups		15	
	1/2	Day	Week
Thin Set Blade		25	100
Tile Roller		15	60
Tiller, Front Tine	35	45	
Tiller, Mantis	20	30	
Toe Kick Saw	20	30	120
Towable Boom, 3522		250	1000
Towable Boom, 5533		300	1200
Trailer, Dump, Lg 10000# (82x14)	100	150	600
Trailer, Dump, Sm 3500# (6x8)	75	125	500
Transmission Jack	30	40	160
Trencher, Large 36" Depth	200	250	
Trencher, Small 18" Depth	100	150	
Tub Saw	35	45	180
	1/2	Day	Week
Vacuum Cleaner, Concrete		40	160
Vacuum Cleaner, W/D		30	120
Vertacutter	50	75	
Vinyl Tile Cutter		20	80
	1/2	Day	Week
Walk Boards, 12' and 16'		20	80
Walk Boards, 20' and 24'		30	120
Water Pump, 2" Sump	20	30	
Water Pump, 3/4" Sump		15	
Water Pump, Gas 2"	25	35	
Water Pump, Gas 3"	35	45	
Weed Eater, String	20	25	
Welder, Electric, 135 amp	45	65	
Welder, Gas Stick, 160 amp, 3/32" F	50	75	300
Wheelbarrow		15	60

## Walk Behind Loader

MT 100 Bob Cat	Min	1/2	Day	Week
Bob Cat, w/ Bucket	150	200	250	1000
Attachments MT 100				
Grapple Bucket			75	
Soil Conditioner			100	
Pallet Forks			25	
Brush Cutter			100	

## Bob Cat Skid Steer

6000# Wheel Bob Cat S 510	Min	1/2	Day	Week
Bob Cat, w/ Bucket	175	275	325	1300
w/ Auger	400	450	500	2000
w/ Breaker	425	475	525	2100
w/ Brush Hog	400	450	500	2000

6000# Track Bob Cat T 450	Min	1/2	Day	Week
Bob Car, w/ Bucket	275	325	375	1500
w/ Auger	450	500	550	2200
w/ Breaker	475	525	575	2300
w/ Brush Hog	450	500	550	2200

8000# Track Bob Cat T 62	Min	1/2	Day	Week
Bob Cat, w/ Bucket	325	375	425	1700
w/ Auger	500	550	600	2400
w/ Breaker	525	575	625	2500
w/ Brush Hog	500	550	600	2400

## Attachments

	Min	1/2	Day	Week
Auger, 12" Bit		150	175	700
Breaker		150	200	800
Brush Hog		125	175	700
Concrete Bucket			45	180
Forks			35	140
Tree Puller (8000# Machine Only)			150	600
Tree Puller (6000# Machine Only)			100	400
Grapple Bucket			150	600

## Excavator

	Min	1/2	Day	Week
E10 2600# Excavator	150	200	250	1000
E20 4000# Excavator	225	275	325	1300
E26 6000# Excavator	275	325	375	1500
w/ Hammer	425	475	575	2300
E35 8000# Excavator	325	375	425	1700
w/ Hammer	475	525	625	2500



Ready mix

(2 Bids Received)

#1

BID FORM

**COPY**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department.

Item	Unit	Unit Cost
Class A-1 Concrete	CY	171 <sup>00</sup>
Class B Concrete	CY	155 <sup>00</sup>
Class B-1 Concrete	CY	167 <sup>50</sup>
Class B-2 Concrete	CY	174 <sup>00</sup>
Class MB-2 Concrete	CY	181 <sup>00</sup>
Pavement Concrete	CY	163 <sup>00</sup>
Seal Concrete	CY	181 <sup>00</sup>
Flowable Fill (50 psi)	CY	112 <sup>00</sup>
Flowable Fill (100 psi)	CY	115 <sup>00</sup>
Flowable Fill (200 psi)	CY	119 <sup>00</sup>
Other Charges		
Add 27 lb/yd <sup>3</sup> Twisted Steel Micro-Rebar (Helix 5-25 or Approved Equal)	CY	N/A
Short Load	CY	60 <sup>00</sup>
Waiting Time	MIN	1 <sup>00</sup>
Winter Service	CY	4.50

All bids will be in effect until new bids are awarded March 26, 2025.

Company: DREDGING, INC. D/B/A SCOTT'S CONCRETE  
 Print Name: JANE MARTIN  
 Title: PRESIDENT  
 Address: 210 Gobbler Road Phone: 573-346-2450  
 City/State/Zip: CAMDENTON MO 65020 Fax: 573-346-5026  
 Email: JANE@SCOTTSCONCRETE.BIZ  
 Signature: [Signature] Date: 3-25-24

**BID PROPOSAL #240128-J**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Jane E. Martin certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Dredging Inc. dba Softs Concrete, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Jane E. Martin  
Signature of Contractor's Authorized Official

3-25-24  
Date

Jane E. Martin  
Print Name

President  
Title of Contractor's Authorized Official

**SPECIFICATIONS**

**BID FORM**

The bid proposal must be submitted on this sheet to be accepted by the Camden County Road & Bridge Department.

Item	Unit	Unit Cost
Class A-1 Concrete	CY	169.50
Class B Concrete	CY	166.50
Class B-1 Concrete	CY	171.00
Class B-2 Concrete	CY	174.00
Class MB-2 Concrete	CY	169.00
Pavement Concrete	CY	167.00
Seal Concrete	CY	174.00
Flowable Fill (50 psi)	CY	147.50
Flowable Fill (100 psi)	CY	147.50
Flowable Fill (200 psi)	CY	147.50
Other Charges		
Add 27 lb/yd <sup>3</sup> Twisted Steel Micro-Rebar (Helix 5-25 or Approved Equal)	CY	90.00
Short Load <i>Less than 3</i>	CY	90.00
Waiting Time	MIN	90 Per Hour
Winter Service	CY	600

All bids will be in effect until new bids are awarded March 26, 2025.

Company: Ozark Ready Mix Co. Inc

Print Name: Russell Willis

Title: Operations Manager

Address: 1115 Bluff Dr. Phone: 573-348-1181

City/State/Zip: Ozark Beach 65065 Fax: 573-348-0395

Email: RWillis@ozarkreadymix.com

Signature: Russell Willis Date: 3-11-24

## BID PROPOSAL #240128-J

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and

## BID PROPOSAL #240128-J

employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,

## BID PROPOSAL #240128-J

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the Road and Bridge Administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

## BID PROPOSAL #240128-J

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into



## BID PROPOSAL #240128-J

such litigation to protect the interests of the United States.

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

**BID PROPOSAL #240128-J**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Contractor's Authorized Official

**SPECIFICATIONS**

## BID PROPOSAL #240128-J

All concrete shall meet the specifications of Section 501 of the most recent Missouri Standard Specifications for Highway Construction.

Concrete shall be delivered intermittently throughout the year at various points in the County by request of the County Road & Bridge Department.

### ❖ **Twisted Steel Micro Reinforcement (TSMR)**

- Helix 5-25 or approved equal
  - Polytorx, LLC
  - Contact: 300 N. Fifth Avenue, Suite 130, Ann Arbor, MI 48104; Phone: 734-322-2114; Fax: 734-786-1644; Email: info@helixsteel.com; Web: www.helixsteel.com.
- Performance Requirements
  - Comply with IAPMO Uniform Evaluation Service (UES) Reports EC-015 and UES ER-279.
  - Comply with IBC 722.2.1.1 for ribbed or undulating surfaces.
  - Structural Concrete: Comply with ACI 318 and ACI 360.
  - Tensile Performance of Concrete: To UES Report EC-015
  - Tensile Strength of Wire: 246.5 ksi (1700 MPa) minimum to ASTM A820.
  - Fire Performance: Comply with UL Report #CBXQ.R25676 – Fiber Reinforcement for slabs on metal deck.
  - Fire Performance: Comply with UES-279 for walls.
- Materials
  - Reinforcement Fibers: Cold-drawn, twisted deformed steel wire meeting ASTM A820, Type 1.
  - Coating: Electroplated zinc 1.1 oz/ft<sup>2</sup> (3 g/m<sup>2</sup>) factory verified minimum.
  - Ensure each wire fiber has one 360 degree twist minimum.
  - Size: 0.02 inch (0.5 mm) equivalent diameter by 1 inch (25.4 mm) long.
- Delivery
  - Deliver materials in accordance with manufacturer's written instructions.
  - Deliver twisted steel micro reinforcement in manufacturer's original, unopened, undamaged containers with identification labels intact and product name, manufacturer and weight of fibers clearly visible.
- Dosing
  - Mix to ASTM C94 and in accordance with manufacturer's written recommendations.

## BID PROPOSAL #240128-J

- Ensure reinforcement fibers are added to mix and verified in accordance with UES ER-279.

### ➤ Storage

- Store materials protected from exposure to harmful environmental conditions, clean, dry, frost-free and at recommended temperature and humidity levels.
  - Protect pallets against rain and snow.
  - Do not stack pallets.
  - Protect twisted steel micro reinforcement during handling to prevent contamination.
  - Keep packaging sealed until ready for use.

**BID PROPOSAL #240128-J**

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-J**

**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

**BID PROPOSAL #240128-J**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

Asphaltic Concrete  
Supply

( 2 Bids Received )



*County of* **CAMDEN** *State of Missouri*

**COPY**

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

#1

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Asphaltic Concrete Supply" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ASPHALTIC CONCRETE SUPPLY BID 240128-A"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL #240128-A**

**BID FORM**

The bid proposal must be submitted with this sheet to the Camden County Highway Department.

Bidder wishes to have the contract unit price adjusted by the Asphalt Cement Price Index as described in the bid specifications.

Bidder does **not** wish to have the contract unit price adjusted by the Asphalt Cement Price Index as described in the bid specifications.

Company: Capital Materials, LLC \_\_\_\_\_


Print Name: Brian Rackers \_\_\_\_\_

Title: Asphalt Sales Representative \_\_\_\_\_

Address: 117 Commerce Dr \_\_\_\_\_ Phone: 573-635-6229 \_\_\_\_\_

City/State/Zip: Jefferson City, MO 65109 \_\_\_\_\_ Fax: \_\_\_\_\_

Email: brackers@capitalmaterialsmo.com \_\_\_\_\_

Signature:  \_\_\_\_\_ Date: 3/15/24 \_\_\_\_\_

Location of Supplier's Plant 1410 Business Rd \_\_\_\_\_

Linn Creek, MO 65052 \_\_\_\_\_

Description	Base Bid Price (FOB Plant) (per ton)	Bid Price (FOB Plant) (per ton)	Bid Price (Delivered) (per ton)
Type BP-1 Mix (MoDOT Spec Section 401.1.2)	<u>\$85/ton</u>		
Type Bituminous Base Mix (MoDOT Spec Section 401.1.1)	<u>\$83/ton</u>		
Columbia Plant Cold Mix (per ton) 6791 N Hwy VV, Columbia MO 65205	<u>\$115.00</u>		<u>N/A</u>

All bids will be in effect until new bids are awarded on March 26, 2025.

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**TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price, when specified. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit **five (5) copies** of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such

## BID PROPOSAL #240128-A

matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

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- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.

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➤ During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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### ➤ Compliance with the Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

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### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
  - 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

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➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Capital Materials certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Capital Materials, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
 \_\_\_\_\_  
 Signature of Contractor's Authorized Official

3/15/24  
 \_\_\_\_\_  
 Date

Brian Rackers  
 \_\_\_\_\_  
 Print Name

Asphalt Sales Rep  
 \_\_\_\_\_  
 Title of Contractor's Authorized Official

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**SPECIFICATIONS**

**Condition:** The County of Camden reserves the rights to reject/accept any or all bids and award the contract to the lowest and most accessible source of supply. All materials shall conform to the latest version of MoDOT Standard Specifications.

Aggregates shall be crushed limestone and sand, liquid asphalt shall be paving grades 60-100 as determined in Section 1002 of the Standard Specifications.

The maximum waiting time at the plant during peak hours (estimates): 1 hour (hours/minutes)

The County shall back charge the supplier for excessive waiting time at the plant as determined by the Camden County Road & Bridge Administrator.

Charges for excessive waiting at the plant shall be in accordance with actual costs of the County trucks and drivers.

**Safety and Health Regulations:** All bidders shall provide necessary safety standards at their facilities in accordance with Federal Register Volume 36, Number 75, U. S. Department of Labor. Each bidder shall supply a copy of the M.S.D.S. sheets for each item bid.

**Estimate of Quantity:** It is estimated that the County will use approximately 12,400 tons of Type BP-1 mix in 2019. 10,200 tons of BP-1 will be for asphalt overlays. The remainder will be for miscellaneous pavement repairs. The bidder's attention is called to the fact that the quantity of material to be furnished under these specifications is approximate and the right is reserved to increase or diminish quantity as may be necessary.

**Asphalt Cement Price Index Specification**

**1.0 Asphalt Cement Price Index** Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement when it has been determined that the monthly average price for the midpoint of the published prices of liquid asphalt cement has fluctuated from the monthly average price of the month the project was bid. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The Monthly Asphalt Index is posted on the MoDOT website as soon as possible for use in calculating the adjustments. The Monthly Asphalt Index recorded for the month of the project letting is the Asphalt Base Index for that project. For clarity, we will use the January 2022 price for the Camden County opening of February 16, 2023 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

**1.1** The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment.

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- 2.0 Basis of Payment:** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E) \times T$$

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid
- T = 1.04225 to account for Missouri State use tax

- 3.0** The administrator will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the "D" value used for the price adjustment will either be the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.
- 4.0 Optional** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall acknowledge the acceptance on the Bid form. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.
- 5.0 Delivery:** The supplier shall be capable of delivering approximately 1,200 tons per day to any area of Camden County. Asphaltic concrete materials shall be delivered at the time specified in the order for it. Telephone or verbal orders from the Road & Bridge Administrator, his duly authorized representative or from his office shall be as binding as written orders. Should the supplier in any event fail to deliver material at the time specified in the order, the Administrator or his representative shall be entitled to deduct from the payment due the supplier an amount equal to the combined wages of the County employees, or agents, for the period of time lost while awaiting the arrival of such material. The provisions of this paragraph shall be so construed as to require, among other things, concurrent delivery of materials throughout the day, when so requested.

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**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

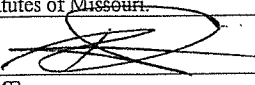
**BID PROPOSAL #240128-A**

**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**  
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	Capital Materials, LLC

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**  
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**  
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

<b>SECTION C</b>	
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**BID PROPOSAL #240128-A**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

*County of* **CAMDEN** *State of Missouri*

#2

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Asphaltic Concrete Supply" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ASPHALTIC CONCRETE SUPPLY BID 240128-A"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181



BID PROPOSAL #240128-A

BID FORM

The bid proposal must be submitted with this sheet to the Camden County Highway Department.

Bidder wishes to have the contract unit price adjusted by the Asphalt Cement Price Index as described in the bid specifications.

Bidder does **not** wish to have the contract unit price adjusted by the Asphalt Cement Price Index as described in the bid specifications.

Company: N. B. West Contracting

Print Name: Tom Mitana

Title: Director of Sales and Material Resources

Address: 18637 U.S. Highway 66 Phone: 314-962-3145

City/State/Zip: Pacific, MO 63069 Fax: \_\_\_\_\_

Email: tmitana@nbwest.com

Signature:  Date: \_\_\_\_\_

Location of Supplier's Plant 1591 Thornton Rd. Pacific, MO 63069  
3105 Highway FF Bourbon, MO 65441

Description	Base Bid Price (FOB Plant) (per ton)	
	Bid Price (FOB Plant) (per ton)	Bid Price *(Delivered) (per ton)
Type BP-1 Mix (MoDOT Spec Section 401.1.2)	<u>NO BID</u>	
Type Bituminous Base Mix (MoDOT Spec Section 401.1.1)	<u>NO BID</u>	
Cold Mix (per ton)	<u>Pacific \$135.00</u> <u>Bourbon \$145.00</u>	<u>\$167.00 To North Sh.</u> <u>\$170.00 To S. Shed (VF)</u>

All bids will be in effect until new bids are awarded on March 26, 2025.

\* Haul rates based on 21 ton minimum load.

**BID PROPOSAL #240128-A**  
**TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price, when specified. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit **five (5) copies** of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and a “Void” and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such

## BID PROPOSAL #240128-A

matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,
  - 2) be fit and sufficient for the purpose expressed in the solicitation documents,

**BID PROPOSAL #240128-A**

- 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
    1. January 1 New Years Day
    2. January 15 Martin Luther King Day
    3. February 12 Monday after Lincoln's Birthday
    4. February 19 Presidents' Birthday
    5. May 8 Truman's Birthday
    6. May 27 Memorial Day
    7. July 4 & 5 Independence Day
    8. September 2 Labor Day
    9. October 14 Columbus Day
    10. November 11 Veteran's Day
    11. November 28-29 Thanksgiving Day
    12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the road and bridge administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - Work of the project shall be performed after the Notice of Award is issued and work is scheduled.

## BID PROPOSAL #240128-A

- During the performance of this contract, the contractor agrees as follows:
- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## BID PROPOSAL #240128-A

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL #240128-A

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## BID PROPOSAL #240128-A

- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
  - 1) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.



BID PROPOSAL #240128-A

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

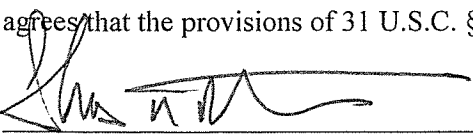
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Thomas Mitana certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, N. B. West Contracting, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
 \_\_\_\_\_  
 Signature of Contractor's Authorized Official

3/19/24  
 \_\_\_\_\_  
 Date

Thomas N. Mitana  
 \_\_\_\_\_  
 Print Name

Director of Sales and Material Resources  
 \_\_\_\_\_  
 Title of Contractor's Authorized Official

**BID PROPOSAL #240128-A**

**SPECIFICATIONS**

**Condition:** The County of Camden reserves the rights to reject/accept any or all bids and award the contract to the lowest and most accessible source of supply. All materials shall conform to the latest version of MoDOT Standard Specifications.

Aggregates shall be crushed limestone and sand, liquid asphalt shall be paving grades 60-100 as determined in Section 1002 of the Standard Specifications.

The maximum waiting time at the plant during peak hours (estimates): 10 (hours/minutes)

The County shall back charge the supplier for excessive waiting time at the plant as determined by the Camden County Road & Bridge Administrator.

Charges for excessive waiting at the plant shall be in accordance with actual costs of the County trucks and drivers.

**Safety and Health Regulations:** All bidders shall provide necessary safety standards at their facilities in accordance with Federal Register Volume 36, Number 75, U. S. Department of Labor. Each bidder shall supply a copy of the M.S.D.S. sheets for each item bid.

**Estimate of Quantity:** It is estimated that the County will use approximately 12,400 tons of Type BP-1 mix in 2019. 10,200 tons of BP-1 will be for asphalt overlays. The remainder will be for miscellaneous pavement repairs. The bidder's attention is called to the fact that the quantity of material to be furnished under these specifications is approximate and the right is reserved to increase or diminish quantity as may be necessary.

**Asphalt Cement Price Index Specification**

**1.0 Asphalt Cement Price Index** Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement when it has been determined that the monthly average price for the midpoint of the published prices of liquid asphalt cement has fluctuated from the monthly average price of the month the project was bid. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The Monthly Asphalt Index is posted on the MoDOT website as soon as possible for use in calculating the adjustments. The Monthly Asphalt Index recorded for the month of the project letting is the Asphalt Base Index for that project. For clarity, we will use the January 2022 price for the Camden County opening of February 16, 2023 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

**1.1** The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment.

**BID PROPOSAL #240128-A**

- 2.0 Basis of Payment:** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E) \times T$$

Where:           A = Adjustment for mix placed during monthly average index period  
                      B = Tons of Mix Placed during the monthly average index period  
                      C = % of virgin asphalt binder as listed in the job mix formula in use  
                      D = monthly average price at time mix placement  
                      E = monthly average price at time of bid  
                      T = 1.04225 to account for Missouri State use tax

- 3.0** The administrator will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case the "D" value used for the price adjustment will either be the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charge liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.
- 4.0 Optional** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall acknowledge the acceptance on the Bid form. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.
- 5.0 Delivery:** The supplier shall be capable of delivering approximately 1,200 tons per day to any area of Camden County. Asphaltic concrete materials shall be delivered at the time specified in the order for it. Telephone or verbal orders from the Road & Bridge Administrator, his duly authorized representative or from his office shall be as binding as written orders. Should the supplier in any event fail to deliver material at the time specified in the order, the Administrator or his representative shall be entitled to deduct from the payment due the supplier an amount equal to the combined wages of the County employees, or agents, for the period of time lost while awaiting the arrival of such material. The provisions of this paragraph shall be so construed as to require, among other things, concurrent delivery of materials throughout the day, when so requested.

**BID PROPOSAL #240128-A**

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
N/A	—	—

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-A**

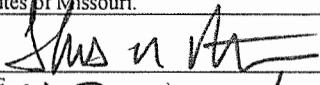
**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	N.B. West Contracting

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**BID PROPOSAL #240128-A**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

Roadway Signs,  
Cones, and  
barricades

(3 Bids Received)

#1

*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

Original

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Roadway Signs, Cones & Barricades" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ROADWAY SIGNS, CONES, & BARRICADES BID 240128-L"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181



Original

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Minimum order = \$5,000.00

FINISHED SIGNS w/ High Intensity Prismatic Reflective Sheeting (Must meet ASTM D 4956 Type III & IV)	PRICE EACH	
30" OCTAGON	\$ 44	
36" TRIANGULAR	\$ 35	
18" X 18"	\$ 20	
18" X 24"	\$ 27	
24" X 10"	\$ 15	
24" X 24"	\$ 36	
24" X 30"	\$ 45	
24" X 48"	\$ 67	
30" X 30"	\$ 54	
36" X 12"	\$ 27	
36" X 24"	\$ 54	
36" X 36"	\$ 77	
48" X 24"	\$ 67	
48" X 30"	\$ 83	
60" X 30"	\$ 104	
18" X 24" Double Face (Chevron)	\$ 44	
12" X 36" Double Face (Hazard Markers)	\$ 46	
36" Barricade	No bid	
Type 3 Barricade - 8' Wide, 2-sided (14 ga. galvanized steel square post uprights and feet)	No bid	
Barricade High Intensity Sheeting Rolls - Red/White - 8" Tape Width, 6" Stripe Width	No bid	
Galvanized U-Channel Post (10 ft x 2 lb)	\$ 43	
Cones	Per Each	Per Case*
12" Height Cone	No BID	N/A
28" Height Cone w/ Retroreflective Marking	↓	↓
36" Height Drum w/ Ballast	↓	↓
42" Height Trim-Line Channelizer w/ Ballast	↓	↓

\*Specify how many come in each case.

BID PROPOSAL 240128-L

Company: Welborn Sales, Inc.  
Print Name: Bill Gonzalez  
Title: Territory Rep.  
Address: 3288 S. Avenue C Phone: 785-823-2394  
City/State/Zip: Salina, KS 67401 Fax: <sup>mobile</sup> 913-944-6360  
Email: Bill@welbornsales.com  
Signature: Bill G Date: 3-24-2024

All bids will be in effect until new bids are awarded March 26, 2025.

## BID PROPOSAL 240128-L

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees

## BID PROPOSAL 240128-L

harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of

## BID PROPOSAL 240128-L

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the Road and Bridge Administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension

## BID PROPOSAL 240128-L

of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes

## BID PROPOSAL 240128-L

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- Compliance with the Copeland “Anti-Kickback” Act
- 8) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 9) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 10) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- Compliance with the Contract Work Hours and Safety Standards Act
- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL 240128-L

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### ➤ Conflict of Interest. Contractor represents and warrants the following:



## BID PROPOSAL 240128-L

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

BID PROPOSAL 240128-L

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bill Gonzalez certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Walborn Sales, Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

[Signature]  
Signature of Contractor's Authorized Official

3-24-2024  
Date

Bill Gonzalez  
Print Name

Territory Rep.  
Title of Contractor's Authorized Official

## **BID PROPOSAL 240128-L**

### **SPECIFICATIONS**

The Camden County Road & Bridge Department will consider bids on materials for signs other than aluminum. All alternate bids must be MoDOT and MUTCD approved. Any proposed variations from the applicable MoDOT specifications, Camden County bid specifications, or pertinent ASTM must be fully identified and described with any submitted bid. Camden County also wants an alternate bid on Diamond Grade Reflective Sheeting.

Date stickers must be pressure sensitive stickers approximately 1.5" X 3" in size. Years shown on the stickers must be a minimum of 2018 through 2021. Months can be shown in either a number (1-12) or text format (Jan., Feb., etc.), and must be printed in such a fashion that an individual month can be punched out.

### **TRAFFIC CONES AND DRUM CHANNELIZERS**

The Traffic Cones and Traffic Drum-Like Channelizers offered by the bidder must comply with MoDOT specifications MGS-93-06F and MGS-93-04D accordingly.

### **TRIMLINE CHANNELIZERS**

The Trimline Channelizers offered by the bidder must comply with MoDOT specifications MGS-02-10B, Section 1063 and Section 1042.2.7.3.

### **DELIVERY**

Each shipment of sign material shall be delivered upon request to Camden County Road & Bridge Department, 172 VFW Road, Camdenton, Missouri, 65020. The Camden County Road & Bridge Department can be contacted by calling 573-346-4471 and shall be notified of the shipment delivery date at least two (2) days in advance of delivery. Delivery cost shall be included in bid price. The materials must be shipped within 2 weeks of receipt of the order.

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

### **EXHIBIT A**

**BID PROPOSAL 240128-L**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**  
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	<i>Bill G</i>
COMPANY NAME	<i>Wellborn Seals</i>

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**  
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**  
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

<b>SECTION C</b>	
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**BID PROPOSAL 240128-L**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

- Minimum order amount = \$5,000.00
- Price effective for orders placed by June 26, 2024.

#2

County of **CAMDEN** State of *Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

—INVITATION TO BID—

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Roadway Signs, Cones & Barricades" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
1 Court Circle NW, Suite 2  
Camdenton, MO 65020

The outer envelope shall be marked in the lower left hand corner "ROADWAY SIGNS, CONES, & BARRICADES BID 240128-L"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until 10:00 a.m. March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL 240128-L

BID FORM

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

FINISHED SIGNS w/ High Intensity Prismatic Reflective Sheeting (Must meet ASTM D 4956 Type III & IV)	PRICE EACH	
30" OCTAGON	\$ 45.70	
36" TRIANGULAR	\$ 43.94	
18" X 18"	\$ 21.97	
18" X 24"	\$ 29.30	
24" X 10"	\$ 16.27	
24" X 24"	\$ 39.07	
24" X 30"	\$ 48.83	
24" X 48"	\$ 78.13	
30" X 30"	\$ 61.04	
36" X 12"	\$ 29.30	
36" X 24"	\$ 58.60	
36" X 36"	\$ 87.90	
48" X 24"	\$ 78.13	
48" X 30"	\$ 97.67	
60" X 30"	\$ 122.09	
18" X 24" Double Face (Chevron)	\$ 38.26	
12" X 36" Double Face (Hazard Markers)	\$ 38.26	
36" Barricade	N/A	
Type 3 Barricade - 8' Wide, 2-sided (14 ga. galvanized steel square post uprights and feet)	N/A	
Barricade High Intensity Sheeting Rolls - Red/White - 8" Tape Width, 6" Stripe Width	N/A	
Galvanized U-Channel Post (10 ft x 2 lb)	\$ 40.62	
<b>Cones</b>	<b>Per Each</b>	<b>Per Case*</b>
12" Height Cone		N/A
28" Height Cone w/ Retroreflective Marking		N/A
36" Height Drum w/ Ballast		N/A
42" Height Trim-Line Channelizer w/ Ballast		N/A

\*Specify how many come in each case.

BID PROPOSAL 240128-L

Company: Patriot Signs and Apparel  
Print Name: Eric Edwards  
Title: Sales Manager  
Address: 100 East High Phone: 660-287-1888  
City/State/Zip: Syracuse, Mo. 65354 Fax: \_\_\_\_\_  
Email: PatriotSigns76@gmail.com  
Signature: Eric D Edwards Date: 3-25-24

All bids will be in effect until new bids are awarded March 26, 2025.

\* Prices Based on minimum orders of \$1000.00



## BID PROPOSAL 240128-L

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and

## BID PROPOSAL 240128-L

employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of

## BID PROPOSAL 240128-L

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the Road and Bridge Administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension

## BID PROPOSAL 240128-L

of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a

## BID PROPOSAL 240128-L

contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- Compliance with the Copeland "Anti-Kickback" Act
- 8) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 9) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 10) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- Compliance with the Contract Work Hours and Safety Standards Act
- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL 240128-L

- Clean Air Act
  - 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
  - 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
  - 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:

## BID PROPOSAL 240128-L

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

BID PROPOSAL 240128-L

> Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned PATRIOT SIGNS AND APPAREL certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor PATRIOT SIGNS AND APPAREL, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Eric D Edwards  
Signature of Contractor's Authorized Official

3-25-24  
Date

ERIC D. EDWARDS  
Print Name

SALES MANAGER  
Title of Contractor's Authorized Official



## BID PROPOSAL 240128-L

### SPECIFICATIONS

The Camden County Road & Bridge Department will consider bids on materials for signs other than aluminum. All alternate bids must be MoDOT and MUTCD approved. Any proposed variations from the applicable MoDOT specifications, Camden County bid specifications, or pertinent ASTM must be fully identified and described with any submitted bid. Camden County also wants an alternate bid on Diamond Grade Reflective Sheeting.

Date stickers must be pressure sensitive stickers approximately 1.5" X 3" in size. Years shown on the stickers must be a minimum of 2018 through 2021. Months can be shown in either a number (1-12) or text format (Jan., Feb., etc.), and must be printed in such a fashion that an individual month can be punched out.

### TRAFFIC CONES AND DRUM CHANNELIZERS

The Traffic Cones and Traffic Drum-Like Channelizers offered by the bidder must comply with MoDOT specifications MGS-93-06F and MGS-93-04D accordingly.

### TRIMLINE CHANNELIZERS

The Trimline Channelizers offered by the bidder must comply with MoDOT specifications MGS-02-10B, Section 1063 and Section 1042.2.7.3.

### DELIVERY

Each shipment of sign material shall be delivered upon request to Camden County Road & Bridge Department, 172 VFW Road, Camdenton, Missouri, 65020. The Camden County Road & Bridge Department can be contacted by calling 573-346-4471 and shall be notified of the shipment delivery date at least two (2) days in advance of delivery. Delivery cost shall be included in bid price. The materials must be shipped within 2 weeks of receipt of the order.

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

### EXHIBIT A

**BID PROPOSAL 240128-L**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

**Section A – All Products Are Manufactured or Produced In U.S.**  
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	<i>Eric D Edwards</i>
COMPANY NAME	PATRIOT SIGNS AND APPAREL

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**  
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**  
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

<b>SECTION C</b>	
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**BID PROPOSAL 240128-L**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

*County of* **CAMDEN** *State of Missouri*

#3

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Roadway Signs, Cones & Barricades" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "ROADWAY SIGNS, CONES, & BARRICADES BID 240128-L"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m. March 26, 2024** at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

Copy #4

**BID PROPOSAL 240128-L**

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

<b>FINISHED SIGNS w/ High Intensity Prismatic Reflective Sheeting (Must meet ASTM D 4956 Type III &amp; IV)</b>	<b>PRICE EACH</b>	
30" OCTAGON	\$35.11	
36" TRIANGULAR	\$25.76	
18" X 18"	\$14.13	
18" X 24"	\$18.12	
24" X 10"	\$10.69	
24" X 24"	\$24.16	
24" X 30"	\$30.20	
24" X 48"	\$48.32	
30" X 30"	\$37.75	
36" X 12"	\$18.12	
36" X 24"	\$36.24	
36" X 36"	\$54.36	
48" X 24"	\$48.32	
48" X 30"	\$60.40	
60" X 30"	\$75.50	
18" X 24" Double Face (Chevron)	\$26.79	
12" X 36" Double Face (Hazard Markers)	\$26.79	
36" Barricade *Type 2 w/ High Intensity Sheeting	\$97.34	
Type 3 Barricade - 8' Wide, 2-sided (14 ga. galvanized steel square post uprights and feet)	\$330.89	
Barricade High Intensity Sheeting Rolls – Red/White - 8" Tape Width, 6" Stripe Width	*Minimum Purchase required - 12 Rolls	\$149.33
Galvanized U-Channel Post (10 ft x 2 lb)	\$36.69	
<b>Cones</b>	<b>Per Each</b>	<b>Per Case*</b>
12" Height Cone	\$13.27	\$663.50
28" Height Cone w/ Retroreflective Marking	\$29.06	\$1,453.00
36" Height Drum w/ Ballast	\$84.50	\$4,225.00
42" Height Trim-Line Channelizer w/ Ballast	\$44.47	\$2,223.50

\*Specify how many come in each case.

\*50 per Case

**BID PROPOSAL 240128-L**

Company: Vulcan Inc dba Vulcan Signs

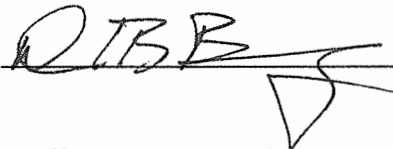
Print Name: David B. Beviacqua

Title: Vice President / GM

Address: PO Box 1850 Phone: 800-633-6845

City/State/Zip: Foley, AL 36536 Fax: 251-943-1544

Email: Vulcan3@vulcaninc.com

Signature:  Date: 3/11/2024

All bids will be in effect until new bids are awarded March 26, 2025.

## BID PROPOSAL 240128-L

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees

## BID PROPOSAL 240128-L

harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of



**BID PROPOSAL 240128-L**

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Road and Bridge Administrator. The following days shall be construed as official holidays under the terms of the contract:
    - 1. January 1 New Years Day
    - 2. January 15 Martin Luther King Day
    - 3. February 12 Monday after Lincoln's Birthday
    - 4. February 19 Presidents' Birthday
    - 5. May 8 Truman's Birthday
    - 6. May 27 Memorial Day
    - 7. July 4 & 5 Independence Day
    - 8. September 2 Labor Day
    - 9. October 14 Columbus Day
    - 10. November 11 Veteran's Day
    - 11. November 28-29 Thanksgiving Day
    - 12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Road and Bridge Administrator shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the Road and Bridge Administrator, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension

## BID PROPOSAL 240128-L

of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes

## BID PROPOSAL 240128-L

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- Compliance with the Copeland “Anti-Kickback” Act
- 8) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 9) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 10) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- Compliance with the Contract Work Hours and Safety Standards Act
- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL 240128-L

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### ➤ Conflict of Interest. Contractor represents and warrants the following:

## BID PROPOSAL 240128-L

- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL 240128-L**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

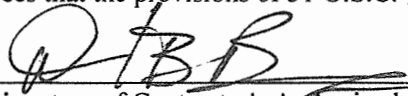
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned David B. Beviacqua certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Vulcan Inc dba Vulcan Signs, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
 \_\_\_\_\_  
 Signature of Contractor's Authorized Official

David B. Beviacqua  
 \_\_\_\_\_  
 Print Name

3/11/2024  
 \_\_\_\_\_  
 Date

Vice President / GM  
 \_\_\_\_\_  
 Title of Contractor's Authorized Official

## **BID PROPOSAL 240128-L**

### **SPECIFICATIONS**

The Camden County Road & Bridge Department will consider bids on materials for signs other than aluminum. All alternate bids must be MoDOT and MUTCD approved. Any proposed variations from the applicable MoDOT specifications, Camden County bid specifications, or pertinent ASTM must be fully identified and described with any submitted bid. Camden County also wants an alternate bid on Diamond Grade Reflective Sheeting.

Date stickers must be pressure sensitive stickers approximately 1.5" X 3" in size. Years shown on the stickers must be a minimum of 2018 through 2021. Months can be shown in either a number (1-12) or text format (Jan., Feb., etc.), and must be printed in such a fashion that an individual month can be punched out.

### **TRAFFIC CONES AND DRUM CHANNELIZERS**

The Traffic Cones and Traffic Drum-Like Channelizers offered by the bidder must comply with MoDOT specifications MGS-93-06F and MGS-93-04D accordingly.

### **TRIMLINE CHANNELIZERS**

The Trimline Channelizers offered by the bidder must comply with MoDOT specifications MGS-02-10B, Section 1063 and Section 1042.2.7.3.

### **DELIVERY**

Each shipment of sign material shall be delivered upon request to Camden County Road & Bridge Department, 172 VFW Road, Camdenton, Missouri, 65020. The Camden County Road & Bridge Department can be contacted by calling 573-346-4471 and shall be notified of the shipment delivery date at least two (2) days in advance of delivery. Delivery cost shall be included in bid price. The materials must be shipped within 2 weeks of receipt of the order.

### **AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

### **EXHIBIT A**







**BID PROPOSAL 240128-L**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested

Corrugated Pipe  
(Metal + Polyethylene)

2 Bids Received - Polyethylene

3 Bids Received - Metal

*County of* **CAMDEN** *State of Missouri*

#1

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
**CAMDEN COUNTY COMMISSION**

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Corrugated Metal Pipe" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, February 16, 2023. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "CORRUGATED METAL PIPE BID 230128-C"

Sealed bids will be opened at 10:00 AM, February 16, 2023 at the following address:

**Camden County Developmental Resources**  
**255 Keystone Industrial Drive**  
**Camdenton, MO 65020**

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL #230128-C**

**SPECIFICATIONS**

Corrugated metal pipes must meet the standard specifications of the Missouri Department of Transportation and the following ASTM standards: A428/A428M, A760/A760M, and A929/A929M. Connecting Bands need to be 2 feet in length measured along the centerline of the pipe. Helical or Spiral metal or aluminized steel pipes not acceptable without annular corrugation at ends. Annular corrugation needs to be long enough to accept a 2-foot long connecting band.

The aluminized Type 2 corrugated metal pipe shall consist of metals and coating with 2 2/3" x 1/2", 3" x 1" or 5" x 1" corrugation as required and shall conform to the requirements of AASHTO M274, AASHTO M036 and shall meet MoDOT specifications.

Delivery shall be included to Highway Department facility located at #172 VFW Road, Camdenton, Missouri 65020.

**BID FORM**

Description	Units	Unit Cost		Unit Cost	
		14 Gauge		16 Gauge	
		Galvanized	Aluminized	Galvanized	Aluminized
15-inch Dia CMP	LF	17.75	14.45	19.00	15.60
15-inch Band	EA	35.50	28.90	38.00	31.20
18-inch Dia CMP	LF	21.00	17.15	22.30	18.35
18-inch Band	EA	42.00	34.30	44.60	36.70
24-inch Dia CMP	LF	28.00	22.95	29.75	24.70
24-inch Band	EA	56.00	45.90	59.50	49.40
30-inch Dia CMP	LF	34.40	28.10	36.15	29.90
30-inch Band	EA	68.80	56.20	72.30	59.80
36-inch Dia CMP	LF	41.00	33.55	43.10	35.60
36-inch Band	EA	82.00	67.10	86.20	71.20
42-inch Dia CMP	LF	48.00	39.25		
42-inch Band	EA	96.00	78.50		
48-inch Dia CMP	LF	54.75	44.65		
48-inch Band	EA	109.50	89.30		

**BID PROPOSAL #230128-C**

		Unit Cost 14 Gauge	Unit Cost 12 Gauge	Unit Cost 10 Gauge
		Round Pipe		
Description	Units	Aluminized		
54-inch Dia CMP	LF	63.85		
54-inch Band	EA	127.70		
60-inch Dia CMP	LF		97.90	
60-inch Band	EA		195.80	
72-inch Dia CMP	LF			149.35
72-inch Band	EA			298.70

Camden County has approximately budgeted \$40,000.00 for the 2022 fiscal year for the purchase of culvert materials. Not all of the culverts have been sized at this point, so we are currently unable to notify bidders of specific sizes. Please submit bids on all sizes.

Bidder Information

Company: Metal Culverts, Inc.

Print Name: Greg Brauner

Title: Sales Representative

Address: P.O. Box 330

Phone: 573-636-7312

City/State/Zip: Jefferson City, MO 65102

Fax: 573-634-8729

Email: sales@metalculverts.com

Signature: Greg Brauner Date: 3/20/24

All bids shall be in effect until new bids are awarded February 16, 2024.

## BID PROPOSAL #230128-C

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees

## BID PROPOSAL #230128-C

harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of

**BID PROPOSAL #230128-C**

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
    - 1) January 1 New Years Day
    - 2) Third Monday in January Martin Luther King, Jr.'s Birthday
    - 3) February 13 Monday after Lincoln's Birthday
    - 4) February 20 Presidents' Birthday
    - 5) May 8 Truman's Birthday
    - 6) May 29 Memorial Day
    - 7) June 19 Juneteenth
    - 8) July 4 Independence Day
    - 9) September 4 Labor Day
    - 10) October 9 Columbus Day
    - 11) November 9 Thursday before Veteran's Day
    - 12) November 23-24 Thanksgiving Day
    - 13) December 25 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Engineer shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension



## BID PROPOSAL #230128-C

of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes

## BID PROPOSAL #230128-C

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL #230128-C

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## BID PROPOSAL #230128-C

- Conflict of Interest. Contractor represents and warrants the following:
- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL #230128-C**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Contractor's Authorized Official

**M/WBE INFORMATION:**

**BID PROPOSAL #230128-C**

List all certified Minority of Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #230128-C**

**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

**BID PROPOSAL #230128-C**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.



*County of* **CAMDEN** *State of Missouri*

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

#2  
4th Copy

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Corrugated Metal Pipe" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "CORRUGATED METAL PIPE BID 240128-C"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m.** March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**BID PROPOSAL #240128-C**

**SPECIFICATIONS**

Corrugated metal pipes must meet the standard specifications of the Missouri Department of Transportation and the following ASTM standards: A428/A428M, A760/A760M, and A929/A929M. Connecting Bands need to be 2 feet in length measured along the centerline of the pipe. Helical or Spiral metal or aluminized steel pipes not acceptable without annular corrugation at ends. Annular corrugation needs to be long enough to accept a 2-foot long connecting band.

The aluminized Type 2 corrugated metal pipe shall consist of metals and coating with 2 2/3" x 1/2", 3" x 1" or 5" x 1" corrugation as required and shall conform to the requirements of AASHTO M274, AASHTO M036 and shall meet MoDOT specifications.

Delivery shall be included to Highway Department facility located at #172 VFW Road, Camdenton, Missouri 65020.

**BID FORM**

		<b>Unit Cost 14 Gauge</b>		<b>Unit Cost 16 Gauge</b>	
		<b>Round Pipe</b>		<b>Oval Pipe</b>	
<b>Description</b>	<b>Units</b>	<b>Galvanized</b>	<b>Aluminized</b>	<b>Galvanized</b>	<b>Aluminized</b>
15-inch Dia CMP	LF	\$30.00	\$33	\$33	\$36
15-inch Band	EA	\$100	\$100	\$100	\$100
18-inch Dia CMP	LF	\$36	\$30	\$39	\$34
18-inch Band	EA	\$100	\$100	\$100	\$100
24-inch Dia CMP	LF	\$48	\$38	\$54	\$42
24-inch Band	EA	\$120	\$120	\$120	\$120
30-inch Dia CMP	LF	\$60	\$48	\$66	\$53
30-inch Band	EA	\$130	\$130	\$130	\$130
36-inch Dia CMP	LF	\$72	\$58	\$80	\$64
36-inch Band	EA	\$150	\$150	\$150	\$150
42-inch Dia CMP	LF	\$84	\$68		
42-inch Band	EA	\$170	\$170		
48-inch Dia CMP	LF	\$96	\$76		
48-inch Band	EA	\$200	\$200		

2 2/3" x 1/2" corrugation

BID PROPOSAL #240128-C

4th copy

5"X1" corrugation		Unit Cost 14 Gauge	Unit Cost 12 Gauge	Unit Cost 10 Gauge
		Round Pipe		
Description	Units	Aluminized		
54-inch Dia CMP	LF	\$122		
54-inch Band	EA	\$300		
60-inch Dia CMP	LF		\$184	
60-inch Band	EA		\$460	
72-inch Dia CMP	LF			\$280
72-inch Band	EA			\$700

Camden County has approximately budgeted \$40,000.00 for the 2022 fiscal year for the purchase of culvert materials. Not all of the culverts have been sized at this point, so we are currently unable to notify bidders of specific sizes. Please submit bids on all sizes.

Bidder Information

Company: Welborn Sales, Inc.

Print Name: Bill Gonzalez

Title: Territory Rep.

Address: 3288 S. Avenue C Phone: 785-823-2394

City/State/Zip: Salina, KS 67401 Fax: (cell) 913-944-6360

Email: Bill@welbornsales.com

Signature:  Date: 3.25.2024

All bids shall be in effect until new bids are awarded March 26, 2025.

## BID PROPOSAL #240128-C

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees

## BID PROPOSAL #240128-C

harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of

## BID PROPOSAL #240128-C

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Engineer shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the

## BID PROPOSAL #240128-C

claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

## BID PROPOSAL #240128-C

direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.



## BID PROPOSAL #240128-C

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## BID PROPOSAL #240128-C

- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
  - 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL #240128-C**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

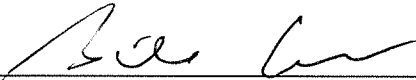
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Bill Gonzalez certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Welborn Sales, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

3-25-2024  
Date

Bill Gonzalez  
Print Name

Territory Rep  
Title of Contractor's Authorized Official

**M/WBE INFORMATION:**

**BID PROPOSAL #240128-C**

List all certified Minority of Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-C**

**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

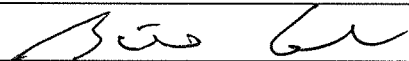
The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE



COMPANY NAME

*Welborn Sales*

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

**BID PROPOSAL #240128-C**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

Minimum order = \$9,000.00

*County of CAMDEN State of Missouri*

#3

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Corrugated Metal Pipe" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in the hands of Rowland A. Todd, County Clerk, by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "CORRUGATED METAL PIPE BID 240128-C"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until 10:00 a.m. March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

BID PROPOSAL #240128C  
SPECIFICATIONS

Corrugated metal pipes must meet the standard specifications of the Missouri Department of Transportation and the following ASTM standards: A428/A428M, A760/A760M, and A929/A929M. Connecting Bands need to be 2 feet in length measured along the centerline of the pipe. Helical or Spiral metal or aluminized steel pipes not acceptable without annular corrugation at ends. Annular corrugation needs to be long enough to accept a 2-foot long connecting band.

The aluminized Type 2 corrugated metal pipe shall consist of metals and coating with 2 2/3" x h", 3" x 1" or 5" x 1" corrugation as required and shall conform to the requirements of AASHTO M274, AASHTO M036 and shall meet MoDOT specifications.

Delivery shall be included to Highway Department facility located at #172 VFW Road, Camdenton, Missouri 65020.

BID FORM

		Unit Cost 14 Ga	Unit Cost 16 Ga	Unit Cost 14 Ga	Unit Cost 16 Ga
		Round Pie		Oval Pie	
Description	Units	Galvanized	Aluminized	Galvanized	Aluminized
15-inch Dia CMP		\$19.10	\$15.90	\$20.35	\$16.80
15-inch Band		\$28.60	\$23.85	\$30.50	\$25.20
18-inch Dia CMP		\$22.50	\$19.55	\$24.05	\$20.80
18-inch Band		\$33.75	\$29.35	\$36.05	\$31.25
24-inch Dia CMP		\$30.50	\$25.15	\$32.55	\$26.60
24-inch Band		\$45.80	\$37.75	\$48.85	\$39.85
30-inch Dia CMP		\$38.15	\$32.30	\$40.05	\$33.60
30-inch Band		\$57.25	\$48.45	\$60.10	\$50.35
36-inch Dia CMP		\$44.80	\$38.40	\$48.85	\$50.35
36-inch Band		\$67.55	\$57.65	\$73.25	\$75.55
42-inch Dia CMP		\$53.40	\$45.75		
42-inch Band		\$80.15	\$68.65		
48-inch Dia CMP		\$62.10	\$51.65		
48-inch Band		\$93.10	\$77.50		



BID PROPOSAL #240128-C

		Unit Cost 14 Ga	Unit Cost 12 Ga	Unit Cost 10 Ga
		Round Pie		
Description	Units	Aluminized		
54-inch Dia CMP		\$71.55		
54-inch Band		\$107.30		
60-inch Dia CMP			\$107.30	
60-inch Band			\$161.00	
72-inch Dia CMP				\$162.95
72-inch Band				\$244.45

Camden County has approximately budgeted \$40,000.00 for the 2022 fiscal year for the purchase of culvert materials. Not all of the culverts have been sized at this point, so we are currently unable to notify bidders of specific sizes. Please submit bids on all sizes.

Bidder Information

COMPANY: VIEBROCK SALES & SERVICE, LLC

PRINT NAME: *Christian Farris*

TITLE: SALES MANAGER

ADDRESS: 30028 HWY 65

PHONE: (660) 826-8570

CITY/STATE/ZIP: SEDALIA, MO 65301

FAX: (660) 826-8575

EMAIL: christian@vbsalesandservices.com

SIGNATURE: *Christian Farris*

DATE: 3/26/2024

## ADS N-12® ST IB PIPE (PER AASHTO) SPECIFICATION

### Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 ST IB pipe (per AASHTO) for use in gravity-flow land drainage applications.

### Pipe Requirements

ADS N-12 ST IB pipe (per AASHTO) shall have a smooth interior and annular exterior corrugations.

- 4- through 10-inch (100 to 250 mm) pipe shall meet AASHTO M252, Type S or SP.
- 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S or SP, or ASTM F2306.
- Manning’s “n” value for use in design shall be 0.012.

### Joint Performance

Pipe shall be joined using a bell & spigot joint meeting the requirements of AASHTO M252, AASHTO M294, or ASTM F2306. The joint shall be soil-tight and gaskets for diameters 12- through 60-inch, shall meet the requirements of ASTM F477. For diameters 4- through 10-inch, the joint shall be soil-tight using an engaging dimple connection. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

### Fittings

Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306. Bell and spigot connections shall utilize a welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of AASHTO M252, AASHTO M294, or ASTM F2306.

### Material Properties

Material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500 mm) pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.

### Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website at [www.ads-pipe.com](http://www.ads-pipe.com) for a copy of the latest installation guidelines.

### Pipe Dimensions

	Nominal Diameter, in (mm)												
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.* in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

\*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ±1 inch. Contact a sales representative for exact values  
 \*\*All diameters available with or without perforations.

BID PROPOSAL #240128-C

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Christian Farris certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Christian Farris  
Signature of Contractor's Authorized Official

3/25/2024  
Date

Christian Farris  
Print Name

Sales Manager  
Title of Contractor's Authorized Official

M/WBE INFORMATION:

## BID PROPOSAL #240128-C

### EXHIBIT A

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

*Christina J. [Signature]*

COMPANY NAME

*Viebrock Sales & Service, LLC*

If Section A is completed, do not complete Section B.

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

**BID PROPOSAL #240128-C**

List all certified Minority of Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL #240128-C**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

## BID PROPOSAL #240128-C

### TERMS AND CONDITIONS

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and a "Void" and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees

## BID PROPOSAL #240128-C

harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of



## BID PROPOSAL #240128-C

Transportation,

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
- The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
- No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
1. January 1 New Years Day
  2. January 15 Martin Luther King Day
  3. February 12 Monday after Lincoln's Birthday
  4. February 19 Presidents' Birthday
  5. May 8 Truman's Birthday
  6. May 27 Memorial Day
  7. July 4 & 5 Independence Day
  8. September 2 Labor Day
  9. October 14 Columbus Day
  10. November 11 Veteran's Day
  11. November 28-29 Thanksgiving Day
  12. December 25-27 Christmas Day
- When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
- The County Engineer shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
  - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the

## BID PROPOSAL #240128-C

claimed cause for the delay has ceased to exist.

- Work of the project shall be performed after the Notice of Award is issued and work is scheduled.
- During the performance of this contract, the contractor agrees as follows:
  - 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

## BID PROPOSAL #240128-C

direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

## BID PROPOSAL #240128-C

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### ➤ The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### ➤ Debarment and Suspension

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## BID PROPOSAL #240128-C

- Conflict of Interest. Contractor represents and warrants the following:
  - 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the Company in writing of such conflict.
  - 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
  - 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

County of CAMDEN State of Missouri

1 Court Circle, Suite 1  
Camdenton, Missouri 65020

#1  
4th Copy

**Presiding Commissioner**  
Ike Skelton

**1<sup>st</sup> District Commissioner**  
James Gohagan

Office of the  
CAMDEN COUNTY COMMISSION

**Commission Clerk**  
Rowland Todd

**2<sup>nd</sup> District Commissioner**  
Don Williams

---INVITATION TO BID---

The Camden County Commission is accepting bids on behalf of the Camden County Road and Bridge Department for "Corrugated Polyethylene Pipes" as per the following specifications. For additional information, please contact the Camden County Road and Bridge Department at (573) 346-4471.

Sealed bids must be in Rowland A. Todd, County Clerk's hand by 10:00 AM, March 26, 2024. One (1) original and four (4) copies of the bid must be submitted to the following address:

**Rowland A. Todd-Camden County Clerk**  
**1 Court Circle NW, Suite 2**  
**Camdenton, MO 65020**

The outer envelope shall be marked in the lower left hand corner "CORRUGATED POLYETHYLENE PIPE BID 240128-E"

The County of Camden (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the County Clerk, at their office located at 1 Court Circle NW, Suite 2, Camdenton, Missouri, until **10:00 a.m.** March 26, 2024 at which time in the 3rd floor old courtroom, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Camden County Road & Bridge Department c/o County Clerk, and designated as.

The Camden County Commission reserves the right to accept or reject any or all bids submitted. The Camden County Commission has the right to accept the best and lowest bid submitted.

Camden County Commission

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

4th Copy

**BID FORM**

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Company: Welborn Sales, Inc

Print Name: Bill Gonzalez

Title: Territory Rep.

Address: 3288 S. Avenue C Phone: 785-823-2394

City/State/Zip: Salina, KS 67401 <sup>mobile</sup> Fax: 913-944-6360

Email: Bill@welbornsales.com

Signature: *Bill Gonzalez* Date: 3-25-2024

**CORRUGATED POLYETHYLENE PIPE**

Description	Units	Unit Cost	Pipe Length(s)	Pipe Thickness
18-inch Dia	LF	\$14.25/LF	20'	per AASHTO M294
24-inch Dia	LF	\$22.20/LF	20'	per AASHTO M294
30-inch Dia	LF	\$33.10/LF	20'	per AASHTO M294
36-inch Dia	LF	\$42.90/LF	20'	per AASHTO M294

Prices shall include freight and delivery to the following location:

#172 VFW Road  
Camdenton, MO 65020

\$3,500.00 minimum  
prepaid freight \$100 drop  
charge under

All bids shall be in effect until new bids are awarded March 26, 2025. ✓

**BID PROPOSAL 240128-E**  
**TERMS AND CONDITIONS**

- This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Camden County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges shall be included in the F.O.B. destination bid price. All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate contact person(s). The contractor shall give the designated contact person(s) at least twenty-four (24) hour notice prior to making delivery.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Camden County and must be excluded.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids.
- Vendors must submit five (5) copies of their bid; one is to be an original and so marked.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the bid.
- Camden County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and a “Void” and will not be opened.
- The contract will be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- The contractor is specifically denied the right of using in any form or medium the names of Camden County or any other public entity within the Camden County for public advertising unless express written permission is granted.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Camden County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Camden County, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related



## BID PROPOSAL 240128-E

to such matters.

- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- It will be the responsibility of the Contractor to remove all rejected material from county property immediately upon notice that the material has been rejected. Any rejected material, deemed inappropriate by Camden County, and not picked up by the supplier within 72 hours after being notified may be disposed of by Camden County as deemed appropriate. All costs of the disposal of this material will be withheld from payments due to the supplier of the rejected material.
- The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Camden County, Missouri.
- The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to Camden County a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to Camden County a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- Camden County may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should Camden County exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, Camden County reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.
- The Contractor expressly warrants that all equipment, supplies, and/or services provided shall:
  - 1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Camden County Road & Bridge or Missouri Department of Transportation,

## BID PROPOSAL 240128-E

- 2) be fit and sufficient for the purpose expressed in the solicitation documents,
  - 3) be merchantable,
  - 4) be of good materials and workmanship, and
  - 5) be free from defect.
- If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.
  - The Contractor shall defend, indemnify and hold harmless Camden County, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.
  - No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the County Engineer. The following days shall be construed as official holidays under the terms of the contract:
    1. January 1 New Years Day
    2. January 15 Martin Luther King Day
    3. February 12 Monday after Lincoln's Birthday
    4. February 19 Presidents' Birthday
    5. May 8 Truman's Birthday
    6. May 27 Memorial Day
    7. July 4 & 5 Independence Day
    8. September 2 Labor Day
    9. October 14 Columbus Day
    10. November 11 Veteran's Day
    11. November 28-29 Thanksgiving Day
    12. December 25-27 Christmas Day
  - When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.
  - The County Engineer shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to Camden County or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
    - 1) If Camden County suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. Camden County may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
    - 2) Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within 30 Days after the claimed cause for the delay has ceased to exist.
  - Work of the project shall be performed after the Notice of Award is issued and work is scheduled.

## BID PROPOSAL 240128-E

➤ During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 330 44 C.F.R. § 13.36(i)(3). FIELD MANUAL Public Assistance Grantee and Subgrantee Procurement Requirements FEMA Office of Chief Counsel Procurement Disaster Assistance Team - 89 - September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## BID PROPOSAL 240128-E

### ➤ Compliance with the Copeland “Anti-Kickback” Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### ➤ Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. Camden County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2) of this section.
- 4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1) through 4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1) through 4) of this section.

### ➤ Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

## BID PROPOSAL 240128-E

- 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - 2) The contractor agrees to report each violation to Camden County and understands and agrees that Camden County will, in turn, report each violation as required to assure notification to Missouri State Emergency Management Agency (SEMA), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- Debarment and Suspension
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 3) This certification is a material representation of fact relied upon by Camden County. If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SEMA and Camden County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- Conflict of Interest. Contractor represents and warrants the following:
- 1) No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
  - 2) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this

## BID PROPOSAL 240128-E

Agreement, Contractor shall immediately inform the Company in writing of such conflict.

- 3) Termination for Material Conflict. If, in the reasonable judgment of the Company, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the Company may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.
  - 4) None of Camden County's employees, officers, or agents shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ, any of those parties has a financial or other interest in the contractor that is selected.
  - 5) Camden County's officers, employees, and agents may not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. This would include entertainment, hospitality, loan, and forbearance. It would also include services as well as gifts of training, transportation, local travel, and lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.
- Access to Records. The following access to records requirements apply to this contract:
- 6) The contractor agrees to provide Camden County, SEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 7) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 8) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Camden County, contractor, or any other party pertaining to any matter resulting from the contract.
- The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- In accordance with 2 CFR § 200.319(b), Camden County must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals.

**BID PROPOSAL 240128-E**

➤ Anti-Lobbying

- 1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bill Gonzalez certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Wellborn Sales, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Bill Gonzalez  
Signature of Contractor's Authorized Official

3-25-2024  
Date

Bill Gonzalez  
Print Name

Tevis Long Rep  
Title of Contractor's Authorized Official

## BID PROPOSAL 240128-E

### **SPECIFICATIONS**

The bid may be awarded to the lowest bidder for each size of liner or pipe submitted, which would mean that there could be multiple awards for each type of material.

Corrugated polyethylene exterior/smooth interior pipe shall meet the following specifications:

#### **Material**

Pipe manufactured for this specification shall comply with and be certified to meet the requirements for test methods, dimensions and markings found in ASTM F2306 and AASHTO M-294, current additions. Pipe and blow molded fittings shall be made from virgin PE compounds which conform to the requirements of cell class 435400C in the latest version of ASTM D3350.

#### **Pipe Sizes**

Nominal sizes for this specification include 18-60 inch diameters designated in AASHTO M294 and ASTM F2306 as full circular cross section with an outer corrugated pipe wall and essentially smooth inner wall (waterway). Pipe corrugations shall be annular.

#### **Pipe Joints**

Pipe joints shall consist of in-line integral bell and spigot with rubber gasket that meets specification requirements of ASTM F477. Bell shall span over three spigot corrugations. Joints shall be watertight as defined by ASTM F2306 and AASHTO M294. Watertight pipe joints shall meet a laboratory pressure test of at least 10.8-psi following ASTM D-3212.

#### **Fittings**

Fittings shall not reduce or impair the overall integrity or function of the pipeline and shall meet the requirements of AASHTO M-294 and ASTM F2306. Fittings may be either molded or fabricated. Common corrugated fittings include in-line joint fittings such as couplers and reducers, branch assembly fittings such as tees, wyes and end caps. Only fittings supplied or recommended by the manufacturer shall be used.

#### **Certification**

All high-density polyethylene (HDPE) pipe used for culvert and storm sewer applications shall conform to the requirements of AASHTO M294 and ASTM F2306, current edition. Pipe shall be provided only by manufacturers that are certified through the Plastic Pipe Institute (PPI) Third Party Certification program. A manufacturer's certification that the pipe provided meets the requirements of AASHTO M294 and ASTM F2306 shall accompany the first shipment of pipe to a given project. The certification shall explicitly certify that it applies to all shipments of pipe for the project by name.



**BID PROPOSAL 240128-E**

**M/WBE INFORMATION:**

List all certified Minority of Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AMERICAN MADE:**

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars (\$25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

**BID PROPOSAL 240128-E**

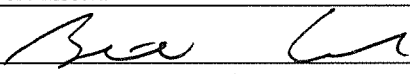
**EXHIBIT A**

**CAMDEN COUNTY  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

**Section A – All Products Are Manufactured or Produced In U.S.**

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	<i>Worsham Sales</i>

**If Section A is completed, do not complete Section B.**

**Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.**

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**Section C – Products May Qualify Because of Qualifying Treaty**

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

**SECTION C**

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.	
SIGNATURE	
COMPANY NAME	

**BID PROPOSAL 240128-E**

**EXCLUSION SHEET**

You must list any items on this sheet that do not meet the specifications that are requested.

Freight & Delivery;

\$ 3,500.00 minimum prepaid freight

\$ 100 drop charge under

\* Price only \*

#2

BID PROPOSAL 240128-E  
BID FORM

The bid proposal must be submitted with this sheet to be accepted by the Camden County Road & Bridge Department.

Company: **VIEBROCK SALES & SERVICE, LLC**

Print Name: *Christian Ferris*

Title: **SALES MANAGER**

Address: **30028 HWY 65**

Phone: **(660) 826-8570**

City/State/Zip: **SEDALIA, MO 65301**

Fax: **(660) 826-8575**

Email: **christian@vbsalesandservices.com**

Signature: *Christian Ferris*

Date: **3/26/2024**

**CORRUGATED POLYETHYLENE PIPE**

Description	Units	Unit Cost	Pipe Length(s)	Pipe Thickness
18-inch Dia		\$13.85	13' & 20'	See Attached
24-inch Dia		\$21.60	13' & 20'	See Attached
30-inch Dia		\$32.20	13' & 20'	See Attached
36-inch Dia		\$41.75	13' & 20'	See Attached

Prices shall include freight and delivery to the following location:

#172 VFW Road  
Camdenton, MO 65020

**NOTE: All orders of \$3,900 or greater free delivery**

**NOTE: All orders under \$3,900 have a \$150 drop charge**

**NOTE: 12" couplers same as 1ft of pipe**

**NOTE: 24" couplers same as 2ft of pipe**

All bids shall be in effect until new bids are awarded March 26, 2025.

# Vehicle & Equipment Filters

∅ Bids Received