



Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
(660) 747-6161 - Fax 747-9332
www.jococourthouse.com

SOLICITATION TITLE: Micro Surface Road Treatment

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- (✓) = Full / Formal Bid for Products *and* Services.
- () = Full / Formal Bid for *Services ONLY*.
- () = Full / Formal Request for Proposals.
- () = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	March 14, 2023
QUESTIONS AND CLARIFICATIONS DEADLINE	1:30 p.m. (CST) on Tuesday, April 4, 2023
BID SUBMISSION DEADLINE	1:30 p.m. (CST) on Tuesday, April 13, 2023
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 jpowers@jococourthouse.com

Responding Vendor / Company Name

City / State

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Request for Bid Title/Name: **Micro Surface Road Treatment**

PLEASE MARK YOUR ENVELOPE "**SEALED BID – MICRO SURFACE**"
RETURN ONE (1) ORIGINAL & ONE (1) HARD COPY.

Bid Submission

Location / Mail Address: Johnson County – County Clerk
Attn: Diane Thompson, County Clerk
300 North Holden Street, Suite 201
Warrensburg, Missouri 64093
Phone: (660) 747-6161

Bid Opening

Location / Address: Johnson County Courthouse - Commission Chambers
300 N. Holden Street
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein.

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as **initial all pages**. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Federal Tax ID #

*E-mail (MUST be legible.)

Entity Type (Corporation, LLC, Sole Proprietor,
Partnership)

INTRODUCTION & BASIC PROCESSING INFORMATION:

All formal invitations for bid are handled by the Johnson County Clerk.

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Item 1.15 for the process to submit questions.

1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2. List the bid name on the outside surface of the box or envelope and note "Response to Request for Bid enclosed" with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before "Bid Submission Deadline" as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Clerk's Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally to the Johnson County Clerk as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews of or require presentations, inspections, from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.
- 1.12. Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department - not to the Clerk. Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.
- 1.13. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.14. Bid Results: Bid results are posted on the County website at: <https://jococourthouse.com/bids.html> Please do not call for results. An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.15. Questions: All questions regarding this solicitation must be submitted to Jennifer Powers via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.

- 1.17. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only if in writing and issued by the Johnson County Clerk's Office. Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.
- 1.18. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.19. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.
- 1.20. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ___" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.21. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.22. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.23. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.24. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.
- 1.25. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.26. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office ((660) 747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

2. SPECIFICATIONS AND BID RESPONSE PRICING

The Johnson County Clerk's Office will accept and review responses to this RFB in an effort to select a single Bidder to complete the micro surface road treatment project. The project shall include all work incidental to the supply and placement of approximately 88,957 square yards of micro surface treatment on NW 501st Road starting where the 50 Highway concrete apron (state right of way) ends and proceeding north to where the road meets NW 500th Road and continues westward to where the road intersects with NW 521st Road and proceeding north to where the OO Highway asphalt apron (state right of way) ends. The aforementioned roads were chip and sealed by the Johnson County Road and Bridge Department in 2022. All measurements are approximate, and it is the bidder's responsibility to check all yardage and footage of projects.

Johnson County will be responsible for traffic control of work areas.

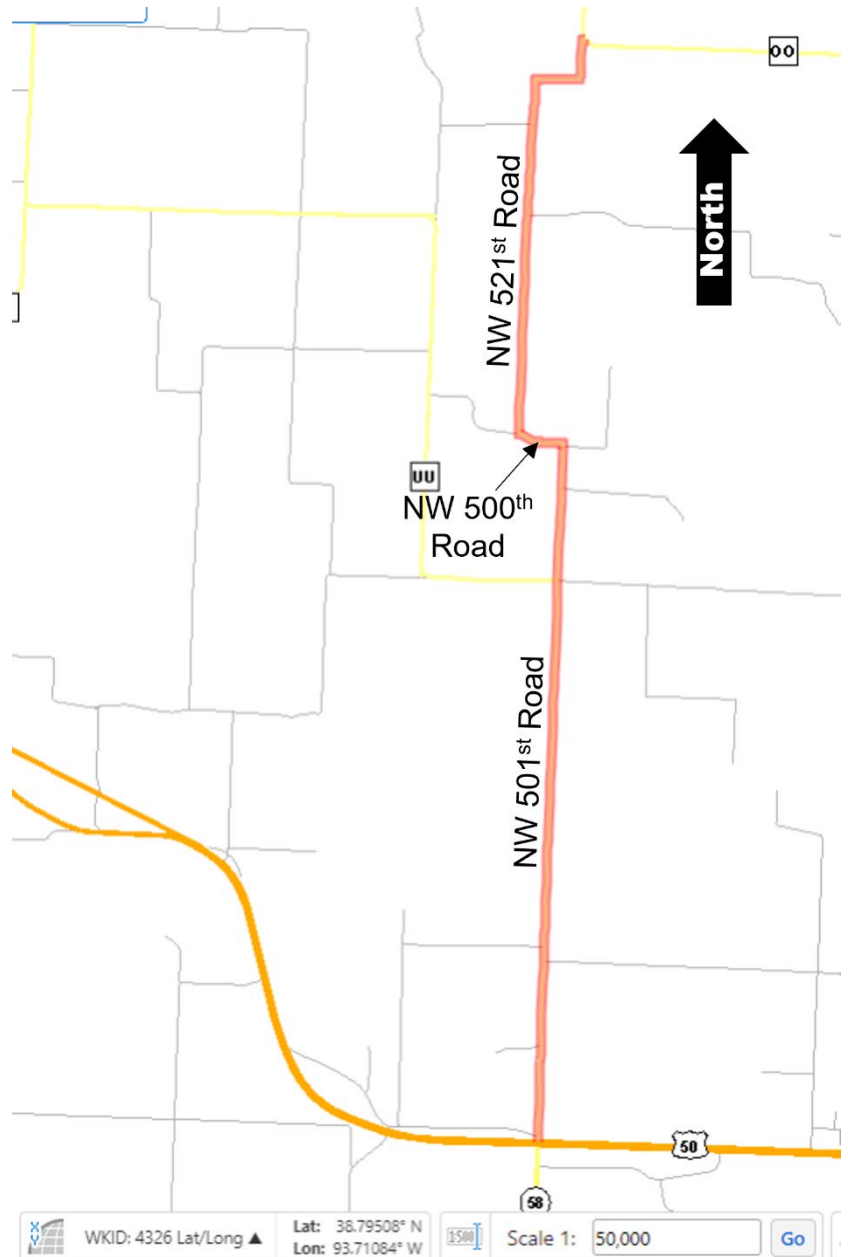
The County reserves the right to require the bidder to submit proof of the bidder's ability to properly execute the project together with the record of successful completion of similar projects. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder 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.

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

Interested parties should complete the following information requests, with their lowest possible prices.

For questions concerning any listed specifications, or other requested product technicalities, contact Jennifer Powers, County Clerk Chief Deputy, in writing to jpowers@jococourthouse.com



Please check (✓) off the appropriate box to indicate compliance with the specifications. The County will always look for 100% COMPLIANCE. These "SPECIFICATIONS" and "STANDARD TERMS AND CONDITIONS" are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All "D" check (✓) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

C = Comply with item. (In some cases, this will serve as a simple acknowledgement.)

D = Do not / cannot comply with item.

- | C | D | |
|-----|-----|--|
| ___ | ___ | 2.1 Micro surface product will be type II (International Slurry Surface Association Guidelines ISSA A143) limestone micro-surfacing with a minimum of 30lbs per square yard. |
| ___ | ___ | 2.2 All micro-surfacing shall be a continuous run on each of the county roads. |
| ___ | ___ | 2.3 All shall be coordinated with the Road and Bridge Supervisor and will be completed by October 31, 2023. |
| ___ | ___ | 2.4 The contractor is responsible for compliance with any and all Missouri labor, environmental, and transportation laws, as applicable. |
| ___ | ___ | 2.5 Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. |
| ___ | ___ | 2.6 Posted Wage Rates: A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo). |
| ___ | ___ | 2.7 Prevailing Wage Project Notification will be completed by Contractor for County to submit to Division of Labor Standards prior to work beginning. https://labor.mo.gov/media/pdf/pw-2-ai |
| ___ | ___ | 2.8 OSHA Training: The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. |
| ___ | ___ | 2.9 Contractor Payroll Records (fully executed) will be submitted weekly to the Johnson County Clerk's office during project work. https://labor.mo.gov/media/pdf/l5-57-ai |
| ___ | ___ | 2.10 Compliance with the Prevailing Wage Law Affidavit will be completed by Contractor and submitted to the Johnson County Clerk's office. https://labor.mo.gov/media/pdf/pw-4-ai |
| ___ | ___ | 2.11 Contractor's Wage Summary will be completed and submitted by the Contractor to the Division of Labor Standards before January 31, 2024. https://labor.mo.gov/media/pdf/l5-04-ai |
| ___ | ___ | 2.12 PRICING: The Bidder hereby proposes to furnish the equipment/material/services as indicated below, provided to the County with transportation charges pre-paid, and for the price quoted below. All equipment/material/services to be furnished in accordance with the County of Johnson, Missouri specifications attached hereto. *It is not required to provide a cost for all products to be considered a responsive bid. |

Item	Description	
2.12a	Micro Surface Treatment Total Cost:	
2.12b	Micro Surface Material and Method (use additional pages if necessary):	
2.12c	Estimated Dates of Work:	

3. STANDARD TERMS AND CONDITIONS

- | C | D | |
|-----|-----|---|
| ___ | ___ | 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications. |
| ___ | ___ | 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt. |
| ___ | ___ | 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response. |
| ___ | ___ | 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid. |
| ___ | ___ | 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name. |
| ___ | ___ | 3.6 The Johnson County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County. Johnson County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. |
| ___ | ___ | 3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid. |
| ___ | ___ | 3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned. |
| ___ | ___ | 3.9 The delivery date shall be identified by specific date, unless otherwise indicated. |
| ___ | ___ | 3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the County Clerk's Office. |
| ___ | ___ | 3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should be directed to the County Clerk's Office. |
| ___ | ___ | 3.12 In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern. |
| ___ | ___ | 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification. |
| ___ | ___ | 3.14 Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Johnson County, Missouri. Yes ___ No ___ |
| ___ | ___ | 3.15 Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice. |

4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call Jennifer Powers (jpowers@jococourthouse.com 660-747-6161) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

Item #	FINAL COMPLIANCE CHECKLIST	(✓)
4.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
4.2	No fax or electronic transmitted proposals will be accepted.	
4.3	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	
4.4	Un-readable responses, including an unreadable email address, WILL disqualify.	
4.5	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.	
ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET		
4.6	Original bid response and any issued addendum. Please indicate original.	
4.7	Copy of bid response and any issued addendum (one sided copy only). Please indicate copy.	
4.8	Micro Surface Mix Designs (two copies).	
4.9	W-9 Form: Include a current/signed W-9 form with your company information. Johnson County Accounts Payable Department cannot process payment(s) without a current W-9. The name and address on your W-9 will be used as the formal name/address on any subsequent post-award Agreement.	
4.10	Affidavit of Compliance with OSHA Training Requirements pursuant to §292.675 RSMo. (page 10)	
4.11	Certificate: Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (page 13)	
Certificates of Insurance: Include copies of insurance requirements as set forth in section 3.15. (include all)		
4.12	Workers' Compensation Insurance	
4.13	Comprehensive General Liability	
4.14	Automobile Liability Insurance	
4.15	Insurance for Loss of Materials, Supplies, Tools and Equipment	
4.16	House Bill 1549 Compliance – Federal Work Authorization Program (include one of the below options, REVIEW page 9 for detailed instructions and information) For Businesses (corporations, partnerships, LLP, LLC) ONLY: Work Authorization Certification Pursuant to 285.530 RSMo. (page 10) and E-Verify Memorandum of Understanding Business Signature Page(s) For Individuals / Sole Proprietorships ONLY (Option 1): Certification of Individual Bidder (page 11) with choice 1 selected and a copy of documents showing citizenship or lawful presence in the United States. For Individuals / Sole Proprietorships ONLY (Option 2): Certification of Individual Bidder (page 11) with choice 2 selected and an affidavit (page 12) which may allow for temporary 90-day qualification. For Individuals / Sole Proprietorships ONLY (Option 3): Certification of Individual Bidder (page 11) with choice 3 selected and will submit birth certificate upon receipt or determination that a birth certificate does not exist because I am not a United States citizen.	

AGREEMENT FOR MICRO SURFACE ROAD TREATMENT

THIS AGREEMENT dated the _____ day of _____ 202__ is made between Johnson County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and _____ of _____ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. **Contract Documents.** The contract documents to this Agreement for the purchase of Micro Surface Road Treatment ("Products and Services") shall include the Contractor's bid response to County's Request For Bid: Micro Surface Road Treatment and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Clerk Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. **Time of Completion:** The Contractor shall commence work following a written notice-to-proceed from the County Commission to begin and shall fully complete all work under this agreement by October 31, 2023. With a rate of progress and time of completion being essential conditions of this contract, liquidation damages will be charged for a failure to complete within the allotted time at the rate of three hundred dollars (\$300.00) per each calendar day until the job is completed, accepted and approved by the Road and Bridge Supervisor and the County Commission.
3. **Pay Quantities, Unit Prices, Billing:** The County shall pay the Contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit prices shown in the proposal for the quantity actually installed. A five percent (5%) retainage will be held from all invoices submitted to the County for payment until the final lien waivers or other closeout paperwork are furnished to the County. All billing shall be invoiced with specific department information and include bid reference RFB: Micro Surface for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
4. **Guarantee:** The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the County that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five days after receipt of written notice, then the County shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.
5. **Final Payment and Acceptance:** When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the County Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on square yards of micro surface laid, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.
6. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
7. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

8. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. Due to material breach of any term or condition of this Agreement, or
 - b. If in the opinion of the Johnson County Commission delivery of products is delayed or products delivered are not in conformity with specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.
9. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Johnson County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

“Contractor”

Johnson County, Missouri

Authorized Person (PRINT)

Troy A. Matthews, Presiding Commissioner

Title

John L. Marr, Eastern Commissioner

Signature

Charles Kavanaugh, Western Commissioner

Date

Date

Address

Attest: _____
Diane Thompson, County Clerk

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

Printed Name and Title of Authorized Representative

Signature

Date

House Bill 1549 Compliance – Federal Work Authorization Program

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the Bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from: <http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

House Bill 1549 Compliance – Federal Work Authorization Program
CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents showing citizenship or lawful presence in
_____ the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents but provide an affidavit (attached) which may
_____ allow for temporary 90-day qualification.
3. I have provided a completed application for a birth certificate pending in the State
_____ of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant Signature

Date

Printed Name

