

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20¹⁰

County of Boone

In the County Commission of said county, on the

25th

day of March

20 10

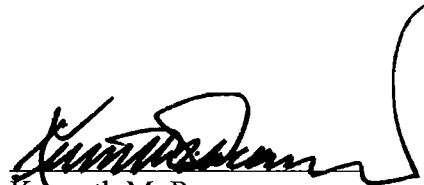
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 01-26Jan10 Encase Forensic Software to Digital Intelligence Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

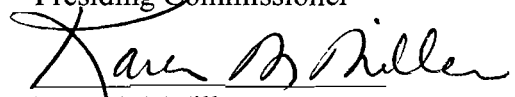
Done this 25th day of March, 2010.

ATTEST:

Wendy S. Norenks
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

pure

To: County Clerk's Office

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Comm Order # _____

Return to Auditor's Office
Please do not remove staple.

1/27/10

REQUEST
DATE

11375

VENDOR
NO.

Digital Intelligence Inc.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#01-26JAN10

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2972

Bill to Department # 2972

Department				Account				Item Description	Qty	Unit Price	Amount	
2	9	7	2	9	1	3	0	2	Encase Forensic Software: #S5050	1	2850.00	5700.00
									<i>Note: Equipment being purchased with Recovery Act - MJCCG/JAG funds administered by the Missouri Department of Public Safety</i>			
												5,700.00

I certify that the goods, services or charge the county, and have been procured in accordance with the provisions of the Missouri Public Procurement Code.

Melinda Bobbitt

Prepared By

Requesting Official

Note
Be sure you add this statement to the PO. It is required on the grant.
To Melinda

Department, are solely for the benefit of

Auditor Approval

Revised 07/05

PURCHASE AGREEMENT FOR ENCASE FORENSIC SOFTWARE

THIS AGREEMENT dated the 25 day of March 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Digital Intelligence, Inc**, herein "Contractor."

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

- Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing and delivery of Encase Forensic Software for the Boone County Sheriff, bid number **01-26JAN10**, including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant, the unexecuted Response Form, Standard Terms & Conditions, Certification Regarding Lobbying, Certification Regarding Debarment, Addendum Number One, as well as the Contractor's bid response dated January 22, 2010 and executed by Christopher J. Stippich, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this purchase agreement, the bid specifications, and any applicable addenda shall prevail and control over the Contractor's bid response.
- Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with two (2) EnCase® Forensic Software (item #S5050) at \$2,850.00 each for a total contract price of \$5,700.00 per the bid specifications and as responded to on the Response Form, and in conformity with the contract documents. Software maintenance shall include general technical support for the product.
- Delivery** - Contractor agrees to deliver the software per the bid specifications and within five (5) days after receipt of Notice to Proceed.
- Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 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.


6. **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.

7. **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:

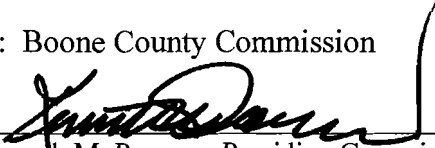
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

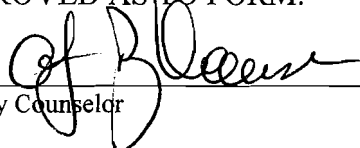
DIGITAL INTELLIGENCE, INC.

by 
title PRESIDENT

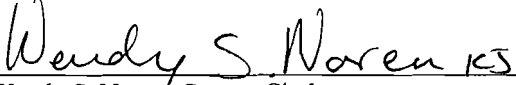
BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)


Signature

3/19/10
Date

2972 / 91302 - \$5,700.00

Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid #: 01-26JAN10 – Encase Forensic Software

ADDENDUM #1 - Issued January 13, 2010

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. DELETE any "training" reference from bid. This Request for Bid will not include training; it will only include the Encase Forensic Software and updates. Attached is a revised Response Form.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 01-26JAN10 – Encase Forensic Software, receipt of which is hereby acknowledged:

Company Name: DIGITAL INTELLIGENCE, INC.

Address: 17165 W GLENDALE DR
NEW BERLIN WI 53151

Phone Number: 262-782-3332 Fax Number: 262-782-3331

Authorized Representative Signature: Christopher J. Stippich Date: 1-22-2010

Authorized Representative Printed Name: CHRISTOPHER J. STIPPICH

4. **Response Form** - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: DIGITAL INTELLIGENCE INC.
 4.2. Address: 17165 W GLENDALE DR
 4.3. City/Zip: NEW BERLIN WI 53151
 4.4. Phone Number: 262-782-3332
 4.5. Fax Number: 262-782-3331
 4.6. Federal Tax ID: 39-1957034

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.7.1. Authorized Representative (Sign By Hand):


4.7.2. Type or Print Signed Name:
CHRISTOPHER J. STIPPICH

4.7.3. Today's Date: 1-22-2010

4.8.	Description	Quantity	Unit Price	Extended Total	Item #
4.8.1.	EnCase® Forensic Software	2	2850.00	5700.00	S5050
4.8.2.	First Year Software Maintenance (which includes any updates)	2	N/A		
4.8.3.	Total (4.8.1. + 4.8.2.)		\$		
4.9	Maximum % Increase for each future year of software maintenance beyond the 1 st year		N/A	____%	
4.10.	Describe what is included in software maintenance General technical support for the product. Software updates but may not include version upgrades				

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 Yes No

4.12. Software will be delivered 5 days after receipt of Notice to Proceed.

4.13. Describe any deviations from bid specifications:

Government pricing for this product does not
require additional support payments.

4.14. State Support Center Phone Number if applicable:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

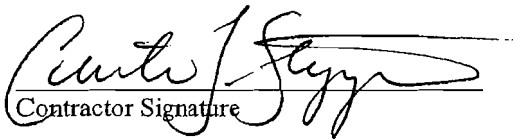
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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, loan, 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 section 1352, title 31, U.S. Code. 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.


Contractor Signature

1-22-10
Date

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STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20¹⁰

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25th

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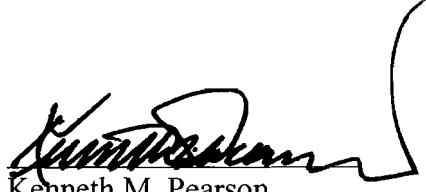
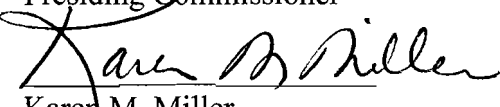

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Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
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pure

To: County Clerk's Office

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Comm Order # _____

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1/27/10

REQUEST
DATE

11375

VENDOR
NO.

Digital Intelligence Inc.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
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#01-26JAN10

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Revised 07/05

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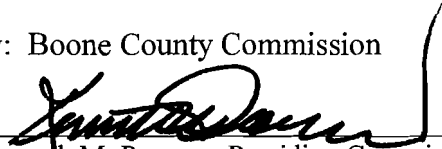
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- c. If appropriations are not made available and budgeted for any calendar year.

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

DIGITAL INTELLIGENCE, INC.

by 
title PRÉSIDENT

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:



County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

 by JP 3/19/10 2972 / 91302 - \$5,700.00
Signature Date Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid #: 01-26JAN10 – Encase Forensic Software

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By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 01-26JAN10 – Encase Forensic Software, receipt of which is hereby acknowledged:

Company Name: DIGITAL INTELLIGENCE, INC.

Address: 17165 W GLENDALE DR
NEW BERLIN WI 53151

Phone Number: 262-782-3332 Fax Number: 262-782-3331

Authorized Representative Signature: Christopher J. Stippich Date: 1-22-2010

Authorized Representative Printed Name: CHRISTOPHER J. STIPPICH

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: DIGITAL INTELLIGENCE INC.

4.2. Address: 17165 W GLENDALE DR

4.3. City/Zip: NEW BERLIN WI 53151

4.4. Phone Number: 262-782-3332

4.5. Fax Number: 262-782-3331

4.6. Federal Tax ID: 39-1957034

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.7.1. Authorized Representative (Sign By Hand): 

4.7.2. Type or Print Signed Name: CHRISTOPHER J. STIPPICH

4.7.3. Today's Date: 1-22-2010

4.8.	Description	Quantity	Unit Price	Extended Total	Item #
4.8.1.	EnCase® Forensic Software	2	2850.00	5700.00	S5050
4.8.2.	First Year Software Maintenance (which includes any updates)	2	N/A		
4.8.3.	Total (4.8.1. + 4.8.2.)		\$		
4.9	Maximum % Increase for each future year of software maintenance beyond the 1 st year		N/A	_____ %	
4.10.	Describe what is included in software maintenance General technical support for the product. Software updates but may not include version upgrades				

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.12. Software will be delivered 5 days after receipt of Notice to Proceed.

4.13. Describe any deviations from bid specifications:

Government pricing for this product does not require additional support payments.

4.14. State Support Center Phone Number if applicable:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

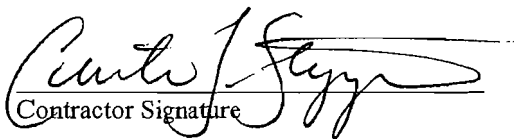
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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, loan, 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 section 1352, title 31, U.S. Code. 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.


Contractor Signature

1-22-10
Date

(Please complete and return with Bid Response)

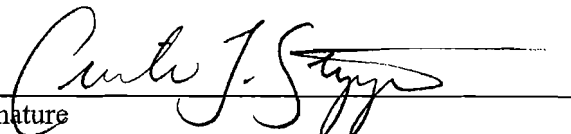
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

CHRISTOPHER J. STIPPICH, PRESIDENT
Name and Title of Authorized Representative


Signature

1-22-10
Date



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **01-26JAN10**

Commodity Title: *Encase® Forensic Software*

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY – January 26, 2010

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: TUESDAY – January 26, 2010

Time: 1:30 P.M. Central Time

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- 5.0: **Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant**
Standard Terms and Conditions
Certification Regarding Debarment
Certification Regarding Lobbying
Work Authorization Certification
“No Bid” Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.4.1. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

1.7. Employment of Unauthorized Aliens Prohibited

Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – For the Furnishing and Delivery of **EnCase® Forensic Software** for the Mid-Missouri Internet Crimes Task Force located in Boone County – Missouri as detailed in the following specifications.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **BACKGROUND INFORMATION:** The County has received a federal grant titled the Multi-Jurisdictional Cyber Crime Grant (MJCCG) which is passed down through the Missouri Department of Public Safety. Federal grant requirements are outlined in section 5 - *Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant* of this bid.
- 2.2.1. The MJCCG special conditions require equipment expenditures to be in accordance with the approved budget. The approved budget includes EnCase® Forensic Software. Bidder's response shall be for the EnCase brand Forensic Software as specified herein. No equals/equivalents will be allowed.
- 2.3. **GENERAL REQUIREMENTS:** For the Furnishing and Delivery for all software and training included in this bid for **EnCase® Forensic Software**.
- 2.3.1. Quantity: 2
- 2.3.2. Software designed to make forensic quality recordings of data stored on PCs, and to recover some insecurely deleted data.
- 2.3.3. One set of instruction and service manuals shall be furnished with each unit.
- 2.4. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.4.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the

subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.4.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.4. **COMMERCIAL Automobile Liability** -- The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work..
- 2.4.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: Mbobbitt@boonecountymmo.org.
- 2.6. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct

statement.

- 2.7. **DELIVERY** - FOB Destination - Delivery to the Mid-Missouri Internet Crimes Task Force. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
 - 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **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. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
 - 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
 - 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.5.4.

5. **Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant**

- 5.1. **Federal Funds to be Used:** All agreements or contracts will include, and are subject to federal contract conditions (per 28 C.F.R. Part 66.36), statements, assurances and certifications, and said requirements are incorporated herein by reference. The following requirements shall be fully considered in preparing responses and performing work under any resulting award.
- 5.2. **Subawards to Debarred and Suspended Parties:** Boone County will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- 5.2.1. Complete the attached *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*.
- 5.3. **Protest Provisions:**
- 5.3.1. *Right to Protest.* Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Boone County Commission. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 5.3.2. *Stay of Procurements During Protests.* In the event of a timely protest under Subsection (1) of this Section, the purchasing agent will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Boone County Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.
- 5.3.3. *Entitlement to Costs.* In addition to any other relief, when a protest is sustained, the protesting Offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- 5.3.4. All protests will be reported to the Federal Grant Agency.
- 5.4. **Disadvantaged Business Enterprise Statement:** Contractors offering bids on County contracts funded in whole or in part by assistance from a federal agency shall take the following affirmative steps to assure that small, woman owned, and minority businesses are utilized when possible as sources of supplies, services and construction items.
- 5.4.1. Contractors shall submit the name and other information, if any, about their DBE sub-contractors along with their bid information.
- 5.4.2. Sufficient and reasonable efforts will be made to use qualified DBE sub-contractors when possible on County contracts.
- 5.4.3. Qualified small, woman owned, and minority businesses will be included on solicitation lists as sub-contractors for County supplies, services, and construction.
- 5.4.4. Qualified small, woman owned, and minority businesses will be solicited whenever they are potential sources.
- 5.4.6. When economically feasible, contractors will divide total requirements into smaller tasks or quantities so as to permit maximum small, woman owned, and minority business participation.
- 5.4.7. Where the requirements permit, contractors will establish delivery schedules which will encourage participation by small, woman owned and minority businesses.
- 5.4.8. Contractors will use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprises and the Community Services Administration.
- 5.5. **Conflict of Interest:** The submission of a proposal response to this request shall be deemed a certification that to the best of the Offeror's knowledge, no employee of the County of Boone or member of any Central Missouri Regional Justice Information System committee or its agents, has any direct or indirect financial or other interest in any agreement, contract or bid for equipment,

supplies or work to be furnished under this request. Contractor further certifies that such Offeror has not and will not, either directly or indirectly entered into any agreement, or understanding; participated in any collusion; or otherwise taken any action in restraint of free competitive pricing in connection with this request. Contractor further certifies that contractor will not knowingly provide gratuities to County of Boone employees, or member of any Central Missouri Regional Justice Information System committee or its agents, or to their family members. Contractor shall require all subcontractors at all tiers to be bound by this conflict of interest provision.

- 5.6. **Access to Records and Reports:** The following access to records requirements apply to the resulting contract from this RFP:
- 5.6.1. The Contractor agrees to provide the County, the DOJ 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 the resulting contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 5.6.2. 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.
- 5.6.3. The Contractor agrees to maintain all books, records, accounts and reports required under the resulting contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the County, the Grant Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).
- 5.7. **Federal Changes:** Contractor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the resulting Purchase Agreement between County and Contractor, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- 5.8. **Civil Rights:**
- 5.8.1. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements which the federal government may issue.
- 5.8.2. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

5.8.3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

5.9. **Environmental Compliance:**

5.9.1. 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*, the Clean Water Act, as amended, 33 U.S.C. §1368, Executive Order 11738 and EPA regulations. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to federal granting agency and the appropriate EPA Regional Office.

5.9.2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

5.10. **Energy Conservation Requirements:**

5.10.1. The Contractor must comply with the 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.

5.10.2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

5.11. **No Obligation by the Federal Government:**

5.11.1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

5.11.2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance under this Contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.12. **Notice of Reporting Requirements:**

5.12.1. Contractor acknowledges that it has read and understands the reporting requirements of Homeland Security stated in 28 C.F.R. §§ 66.40 *et seq.*, 70.50-70.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs *Financial Guide*, and agrees to comply with any such applicable requirements.

5.12.2. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.13. **Notice of Requirements Pertaining to Copyrights:**

5.13.1. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(a) The copyright in any work developed with the assistance of funds provided under this Agreement;

- (b) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 28 C.F.R. §§ 66.34, 66.36(i)(8)-(9).
- 5.13.2. Contractor agrees to include the above paragraph in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 5.14. **Patent Rights:** *(applicable to contracts for experimental, research, or development projects financed by Homeland Security. 28 C.F.R. §§ 66.36(i)(8), 70.48(e), Part 70, Appendix A.)*
- 5.14.1. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security.
- 5.14.2. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 5.14.3. Contractor also agrees to include the above paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.
- 5.15. **Lobbying:**
- 5.15.1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt 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 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.
- 5.15.2. Contractor agrees to the provisions of the attached Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- 5.15.3. Contractor agrees to include the above two paragraphs in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 5.16. **Compliance with Laws, etc:** The Contractor agrees to comply with the applicable provisions of the Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; the OCFO Financial Guide; the 2009 Recovery Act – MJCCG/JAG Grant Program Application Packet; and other applicable federal laws, orders, circulars or regulations. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Offeror will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 5.16.1. The Contractor agrees to comply with the non-discrimination requirement of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

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CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 25th day of March 2010

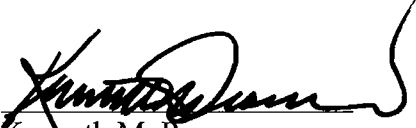
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the transfer of Residual Debt Service Monies to the General Fund in the amount of \$ 8,858.10.

Done this 25th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkins
District II Commissioner

	<u>Year</u>	<u>NID Coordinator & Program Expenditures 1340-all exp</u>	<u>NID Coordinator Reimbursement Rec'd from NIDs 1340-3528</u>
NID Coordinator FTE in #1340	1995	\$ 14,798.36	8,547.57
	1996	32,538.14	12,989.39
	1997	24,550.20	12,881.60
	1998	30,865.49	-
	1999	42,011.09	11,615.79
	2000	20,727.35	8,070.93
	2001	778.45	11,425.66
	2002	6,685.96	-
	2003	3,698.88	-
	2004	33.00	-
Reimb PW for NID Coordinator services	2005	6,482.15	-
	2006	8,340.30	3,580.00
	2007	2,867.22	-
	2008	3,931.41	645.24
	2009	3,729.54	5,212.19
Total	\$	<u><u>202,037.54</u></u>	<u><u>74,968.37</u></u>

**General Fund Subsidy of NID
Coordinator/Program: 127,069.17**

**Residual Assets Transferred from NID Debt
Service Funds to GF**

<u>Year</u>	<u>1190-3912</u>	
2006	62,058.91	
2009	8,858.10	<i>pending</i>
Total	<u><u>70,917.01</u></u>	

Missouri Revised Statutes

Chapter 50 County Finances, Budget and Retirement Systems Section 50.020

August 28, 2009

Transfer of county funds.

50.020. Whenever there is a balance in any county treasury in this state to the credit of any special fund, which is no longer needed for the purpose for which it was raised, the county commission may, by order of record, direct that said balance be transferred to the credit of the general revenue fund of the county, or to such other fund as may, in their judgment, be in need of such balance.

(RSMo 1939 § 13829)

Prior revisions: 1929 § 12167; 1919 § 9565; 1909 § 3786

CROSS REFERENCE:

Funds, interest and sinking, balances may be transferred, when, RSMo 108.220

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Missouri General Assembly

Summary of Long Term Debt cont'd

Status of voter-approved general obligation bond issues:

Approval Year and Purpose	Amount Authorized	Amount Issued	Remaining Amount to Issue	Outstanding
1992 Road NIDs	\$3.5 million	\$1.581 million	\$1,919,000	\$262,000
1997 Sewer NIDs	\$5.5 million	\$ 1.980 million	\$3,520,000	\$1,735,000

Future debt service requirements for outstanding bonds are as follows:

Year	Special Obligation -----Bonds-----		General Obligation -----Bonds-----		Combined Principle	Combined Interest	Combined Total
	Principle	Interest	Principle	Interest			
2010	\$ 345,000.00	229,405.50	108,000.00	43,357.25	453,000.00	272,762.75	725,762.75 *
2011	515,000.00	215,144.25	133,800.00	38,941.42	648,800.00	254,085.67	902,885.67
2012	375,000.00	200,300.00	138,300.00	35,110.36	513,300.00	235,410.36	748,710.36
2013	390,000.00	187,065.50	102,800.00	31,902.30	492,800.00	218,967.80	711,767.80
2014	400,000.00	173,053.25	105,300.00	29,401.44	505,300.00	202,454.69	707,754.69
2015-2019	3,430,000.00	216,323.25	492,000.00	111,810.00	3,922,000.00	328,133.25	4,250,133.25
2020-2024	0.00	0.00	491,900.00	64,737.60	491,900.00	64,737.60	556,637.60
2025-2029	0.00	0.00	424,900.00	16,455.36	424,900.00	16,455.36	441,355.36
Total	\$ 5,455,000.00	1,221,291.75	1,997,000.00	371,715.73	7,452,000.00	1,593,007.48	9,045,007.48

* FY 2010 total budget of \$789,264 includes an estimated \$60,000 for principle and interest expenditures expected for debt to be issued in 2010 for the Sheriff/Election Warehouse project. It also includes estimated paying agent fees.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2010

County of Boone

In the County Commission of said county, on the

25th

day of March

20 10

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

Now on this day the County Commission of the County of Boone does hereby accept the following:

With special thanks from the Boone County Commission on behalf of the citizens of Boone County, Missouri, the Commission hereby acknowledges receipt of gift and accepts delivery and conveyance by Easement for Public Roadway and Utility Purposes (Boone County Records, Book 3593, Page 82) from Russel M Newton an easement consisting of approximately 39,655 square feet (0.91 acres) more particularly described as

All that land of the grantor(s), being part of a tract of land in the Southwest 1/4 of Section 20, Township 49 North, Range 12 West, Boone County, Missouri, as described by the Trustee's Deed recorded in Book 1450, Page 806 of the records of said county and shown by the survey recorded in Book 833, Page 161 of said records, contained within the following described tract:

Starting at the southwest corner of said Section 20 as shown by said survey; thence along the section line, North 0° 36' 45" East 470.00 feet to the point of beginning of this easement description; thence continuing along said section line, North 0° 36' 45" East 2203.50 feet to the west 1/4 corner of said section 20 and also being the northwest corner of said survey; thence along the north line of said survey and along the south line of Morris Subdivision as recorded in Book 310, Page 521, South 88° 55' 45" East 33.00 feet; thence leaving said line, South 0° 36' 45" West 2203.01 feet; thence North 89° 46' 45" West 33.00 feet to the point of beginning and containing 72,705 square feet. There is 33,050 square feet of statutory road right-of-way included in said 72,705 square feet. It is the intention of this document to extend the Easement for Public Roadway and Utility Purposes recorded in Book 3319, Page 102 of said records.

In connection with the donation, the Commission finds that the approximate value of the donated property to be approximately \$35,000 per acre or approximately \$31,862.

161-2010

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

Done this 25th day of March, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

From: Natalie Meighan
To: Kristina Johnson
Date: 3/19/2010 11:09 AM
Subject: Commission Agenda Item (with both attachments)
Attachments: Newton Easement Memo.pdf; Newton - Commission Order.doc

CC: Jessica Sapp
Kristina,

I need to schedule an item for the next available Commission meeting.

Accept Donation of Easement on Oakland Gravel Road

Attached find a memo regarding this issue as well as the pertinent information for a new Commission Order.

Let me know when this will be on the agenda, and also if you have any questions.

Thank you,

Natalie S. Meighan
Right of Way Agent
Boone County Public Works
nmeighan@boonecountymo.org
573-449-8515x243

Boone County Public Works



Memo

Date: March 19, 2010
To: Boone County Commissioners
From: Natalie S. Meighan, Right of Way Agent
Subject: Easement Donation Recognition

On December 31, 2009, Russel M Newton dedicated an Easement for Public Roadway and Utility Purposes to Boone County. The easement is located along Oakland Gravel Road and was intended to extend from his prior donation just north of the Fairgrounds Entrance to the intersection with Prathersville Road.

The easement has been recorded in Book 3593, page 82 of the records of Boone County.

The easement contains a total of 72,705 square feet. Of this total, 33,050 square feet are within the current statutory road right-of-way, leaving 39,655 square feet of new easement donation. This is approximately 0.91 acres. By Commission Order 256-2008, the land value assigned to the prior easement donation was \$35,000/acre. Utilizing the same land value from the prior donation, the 2009 donation has a total value of \$31,862.00

With this memo, I have included a copy of the recorded easement and Commission Order 256-2008 for reference as necessary.

I request the County Commission formally recognize Russel M Newton's donation of this easement.

Recorded In Boone County, Missouri
Date and Time 01/05/2010 at 11:47:18 AM
Instrument #. 2010000221 Book 3593 Page 82

Grantor NEWTON, RUSSEL M
Grantee BOONE COUNTY OF THE

Instrument Type ESMT
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



EASEMENT FOR PUBLIC ROADWAY AND UTILITY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Russel M Newton**, of the County of Boone, State of Missouri, herein Grantor(s), on this 31st day of December, 2009, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does or do hereby grant and convey unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Columbia, Missouri 65201), its successors and assigns, a public roadway and utility easement within which the said Grantee shall exercise exclusive control over all existing and future easements of any type or kind within said public roadway and utility easement including the right to grant the use of such easement to third parties for roadway and utility purposes and the right to exclusive control over the use and maintenance of land within said easement, along with other rights as are necessary and incidental thereto, under, over, across and upon the following described real estate owned by the said Grantor(s), lying, being and situated in the County of Boone, State of Missouri, to-wit:

All that land of the grantor(s), being part of a tract of land in the Southwest 1/4 of Section 20, Township 49 North, Range 12 West, Boone County, Missouri, as described by the Trustee's Deed recorded in Book 1450, Page 806 of the records of said county and shown by the survey recorded in Book 833, Page 161 of said records, contained within the following described tract:

Starting at the southwest corner of said Section 20 as shown by said survey; thence along the section line, North 0° 36' 45" East 470.00 feet to the point of beginning of this easement description; thence continuing along said section line, North 0° 36' 45" East 2203.50 feet to the west 1/4 corner of said section 20 and also being the northwest corner of said survey; thence along the north line of said survey and along the south line of Morris Subdivision as recorded in Book 310, Page 521, South 88° 55' 45" East 33.00 feet; thence leaving said line, South 0° 36' 45" West 2203.01 feet; thence North 89° 46' 45" West 33.00 feet to the point of beginning and containing 72,705 square feet. There is 33,050 square feet of statutory road right-of-way included in said 72,705 square feet. It is the intention of this document to extend the Easement for Public Roadway and Utility Purposes recorded in Book 3319, Page 102 of said records.

This grant includes the right of the Grantee, its officers, agents, employees and assigns, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

The said Grantor(s) warrant(s) that, subject to liens and encumbrances of record at the date of this grant of easement, the Grantor(s) is/are the owner(s) of an interest in the above-described land and has/have the right and authority to make and execute this instrument and will defend this grant of easement.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JAN 5 2010

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set
his or her or their hand(s) this 31st day of December, 2009.



Russel M Newton

STATE OF MISSOURI }
 } SS
County of Boone }

On this 31st day of December, 2009 before me, personally appeared Russel M Newton, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal at my office in Boone County, Missouri, the day and
year first above written.

JESSICA SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 22, 2012
Commission #08641268
(SEAL)


_____, Notary Public
JESSICA SAPP

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

May Session of the April Adjourned

Term. 20 08

In the County Commission of said county, on the

22nd day of May

20 08

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

Now on this day the County Commission of the County of Boone does hereby accept the following:

With special thanks from the Boone County Commission on behalf of the citizens of Boone County, Missouri, the Commission hereby acknowledges receipt of gift and accepts delivery and conveyance by Easement for Public Roadway and Utility Purposes (Boone County Records, Book 3319, Page 102) from Russel M Newton an easement consisting of approximately 8766 square feet (0.2 acres) more particularly described as

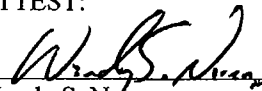
All that land of the Grantor(s) being part of a tract of land located in the Southwest 1/4 of Section 20, Township 49 North, Range 12 West, Boone County, Missouri, as described by the Trustee's Deed recorded in Book 1450, Page 806 of the records of said county and shown by the survey recorded in Book 833, Page 161 of said records and contained within the following described tract:


Starting at the southwest corner of said Section 20 as shown by said survey; thence along the section line, North 0° 36' 45" East 20.00 feet to the southwest corner of said survey and the Point of Beginning of this easement description; thence continuing along said section line, North 0° 36' 45" East 450.00 feet; thence leaving said section line, South 89° 46' 45" East 33.00 feet; thence South 0° 36' 45" West 416.70 feet; thence South 49° 50' 30" East 51.87 feet to a point on the southerly line of said survey; thence along the last said line, North 89° 46' 45" West 73.00 feet to the Point of Beginning and containing 15516 square feet, more or less. There is 6750 square feet of statutory road right-of-way included in said 15516 square feet.

In connection with the donation, the Commission finds that the approximate value of the donated property to be approximately \$35,000 per acre or approximately \$7,000.

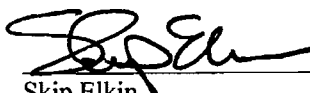
Done this 22nd day of May, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

162-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

In the County Commission of said county, on the 25th day of March 2010

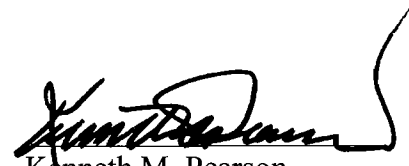
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Agreement for Consultant Services with Poepping, Stone, Bach and Associate, Inc. for the Rolling Hills Road – utility phase revisions. The terms of this contract are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

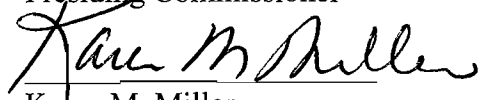
Done this 25th day of March, 2010.

ATTEST:

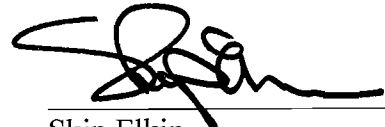
Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 25 day of March, 2010, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: POEPPING, STONE, BACH AND ASSOCIATES, INC

Project/Work Description: ROLLING HILLS ROAD – UTILITY PHASE REVISIONS ADD'L SERVICES TO PO 2007000086

Proposal Description: See attached proposal dated February 10, 2010 issued by Poepping, Stone, Bach and Associates, Inc.

Modifications to Proposal: Fees and expenses shall not exceed \$25,066.19 without prior written approval of the Owner.

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

POEPPING, STONE, BACH & ASSOC., INC

BOONE COUNTY, MISSOURI

By _____

By [Signature]

Title _____

Presiding Commissioner

Dated: _____

Dated: 3-25-10

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Attorney

Wendy S. Noren
County Clerk

APPROVED:

Certification:

[Signature]
Public Works Interim Director

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

[Signature] 3/22/10 2045-71102
Auditor by [Signature] Date

Boone County Public Works

Derin Campbell, P.E.

Manager

❖ Design and Construction Division



5551 Highway 63 South
Columbia, Missouri 65201-9711

(573) 449-8515 ext (236)

FAX (573) 875-1602

EMAIL: dcampbell@boonecountymo.org

Date: 3/18/10

To: Commission

From: Derin Campbell, P.E.

Subject: Amendment to engineering services contract for PSBA on Rolling Hills

Commission,

Attached is a proposal to amend the engineering services contract for Rolling Hills. This amendment calls for an increase of approximately \$25,000. Staff is recommending approval of this contract. By moving in this direction and slightly changing the phasing of the project, Boone County will be able to save approximately \$50,000, or more, in reduced utility relocation costs.

This potential for savings came to light after numerous discussions with the 5 different utility companies. After the phasing of the project had been explained to them, the team came to the conclusion that by modifying the approach significant utility relocation cost savings could be realized. It was not something that could have been foreseen 3-4 years ago when the project was started.



POEPPING, STONE, BACH & ASSOCIATES, INC. ARCHITECTS . ENGINEERS . PLANNERS . SURVEYORS
www.psba.com

February 16, 2010

Mr. Derin Campbell
Manager of Design and Construction
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

RE: Rolling Hills Road Improvements
PSBA Project No. RH-06-503

Dear Mr. Campbell,

As per the meeting held February 5, 2010 at the Boone County Public Works Department office, Poepping, Stone, Bach, & Associates (PSBA) request the following services be added to our Contract. Improvements to Rolling Hills Road, by Boone County, were originally planned to take place in 2 phases with utility relocation before each phase. After reviewing the proposed plans with the applicable utility companies, Boone County Public Works Department has requested an initial grading plan be developed. The initial grading plan will be developed to grade the utility corridor, 23 feet in width, to match the proposed grading for the four lane boulevard. This grading shall be designed such that existing utilities will not have to be moved until the first phase of grading is complete. This will allow the utilities to be moved along the entire project limits without having to account for future fill or cuts made during road construction. PSBA will provide plans and specifications for temporary grading, temporary access, erosion control and any temporary measures that may have to be taken to insure drainage before and after the construction of the roadway improvements by Boone County as designed by PSBA.

Boone County Public Works has also requested a digital copy of the final plans for use by the Boone County Water District in developing there relocation plans. PSBA will submit a working drawing in AutoCAD format that will include existing surface, existing line work, proposed alignment and profile, proposed improvements and generic cross-section developed by the software. A second drawing will be provided showing final cross-sections which have been modified to meet job specific criteria and label proposed improvements. A third drawing will show final plan and profile sheets with proposed improvements.

PSBA has estimated the man hours involved with the additional service described above and request an increase of \$25,000.00 to our February 15, 2007 contract of \$147,670.00.

Sincerely yours,
POEPPING, STONE, BACH &
ASSOCIATES, INC.

Michael Purol
by j.p.

Michael J. Purol, P.E.
Project Engineer

100 SOUTH 54TH STREET P. O. BOX 709
3523 MAIN STREET P. O. BOX 817
U.S. FEDERAL BUILDING SUITE 224
801 BROADWAY P. O. BOX 190

QUINCY, IL 62306
KEOKUK, IA 52632

HANNIBAL, MO 63401

PHONE 217/223-4605
PHONE 319/524-8730

PHONE: 573/406-0541

FAX 217/223-1546
FAX 319/523-7720

FAX 573/406-0390

Cost Estimate of Professional Services (CEPS)

Rolling Hills Road - Utility Phase Revisions
 Missouri Rte WW to East New Haven Road
 Columbia, MO
 Boone County, MO
 PSBA - RH-06-503

Date: 17-Feb-10

Poepping, Stone, Bach & Associates, Inc.
 Quincy, IL - Keokuk, IA - Hannibal, MO

ITEM	ESTIMATED NUMBER OF MAN HOURS			SUBTOTAL	% OF TOTAL CEPS
	PE	TECH	AID		
	\$115.15	\$46.49	\$50.57		
Drainage Studies	40			\$4,606.00	18.38%
Drainage Details	40			\$4,606.00	18.38%
Cross-section (23' wide utility corridor)	20	40		\$4,162.60	16.61%
Temporary Access Sheets	24	2		\$2,856.58	11.40%
Erosion Control Sheets	24	2		\$2,856.58	11.40%
Quantities and Tabulation	24			\$2,763.60	11.03%
Meeting & Preparation	8	2	4	\$1,216.46	4.85%
Specification	1		6	\$418.57	1.67%
Prepare Digital Submittal		20		\$929.80	3.71%

TOTAL CEPS = \$24,416.19
 Estimated Reimbursibles = \$650.00
Estimated Total = \$25,066.19

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2010

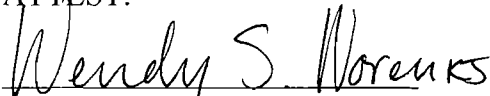
In the County Commission of said county, on the 25th day of March 2010

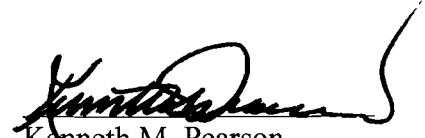
the following, among other proceedings, were had, viz:

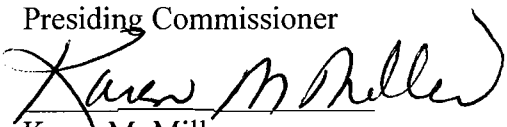
Now on this day the County Commission of the County of Boone does hereby approve the agreement between Boone County, Missouri and the Laborer's Local Union to extend the MOU through May 1, 2010. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 25th day of March, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**FOURTH AGREEMENT FOR EXTENSION OF MOU
TO ALLOW TIME FOR NEGOTIATION**

THIS AGREEMENT dated the 25 day of March, 2010, is made and entered into by and between Boone County, Missouri, a first class non-charter county, by and through its County Commission, herein "County," and the Laborer's Local Union 773, herein "Union."

WITNESSETH:

WHEREAS, the Union has provided timely, written notice to the County of its desire to change or revise the MOU currently in place between County and Union; and

WHEREAS, by the terms of the MOU, negotiations were to commence no later than the first day of October, 2009; and

WHEREAS, by the terms of the MOU, the current MOU will expire on December 31, 2009; and

WHEREAS, due to the pressures of time, other business of both parties and a change in the legal effect of the MOU in Missouri since the last negotiation, there has not been sufficient time for both parties to formulate positions and begin negotiations; and

WHEREAS, the parties have mutually agreed that it would be in both parties' interest to extend the existing MOU's termination date to allow for sufficient time to engage in good-faith negotiations; and

WHEREAS, the parties have previously agreed to extensions through April 1, 2010; and

WHEREAS, both parties believe additional time is necessary for good-faith negotiations;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The parties agree that the existing MOU between the parties shall be extended to May 1, 2010.

2. The parties will make a good-faith effort to engage in negotiations regarding the amendment or revision of the MOU between the parties from and after the date of this Agreement and before the extension deadline of May 1, 2010.

3. The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date(s) indicated below.

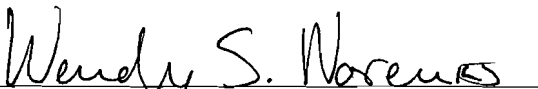
BOONE COUNTY, MISSOURI
By and through its County Commission



KENNETH M. PEARSON
Presiding Commissioner

DATED: 3-25-10

ATTEST:



WENDY S. NOREN
County Clerk

LABORER'S LOCAL UNION 773

BY: Rex Taggart

Printed Name: REX TAGGART

Title: FIELD REPRESENTATIVE LOCAL 773

DATED: 3/23/10