

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

April

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 15-23MAR16 – Boone County Government Center Exterior Doors to Central Missouri Glass and More of Columbia, MO.

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 14th day of April, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

179-2016

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: April 11, 2016
RE: Bid Award Recommendation: *15-23MAR16 – Boone County Government Center Exterior Doors*

Request for Bid *15-23MAR16 – Boone County Government Center Exterior Doors* closed on March 23, 2016. Two bids were received. Facilities Maintenance and our Architect Stuart Scroggs recommend award by lowest and best to Central Missouri Glass and More of Columbia, Missouri.

Total cost of contract is \$38,295.00 and will be paid from 6100- Facilities Maintenance, account 60110- Major Building Repairs / Maintenance. \$43,000 was budgeted for the project.

ATT: Bid Tab

cc: Bid File
Janet Thompson, Commission
Chuck Nichols, Jody Moore, Facilities

179-2016

15-23MAR16 - BOONE COUNTY GOVERNMENT CENTER EXTERIOR DOORS	Central MO Glass & More LLC	Koonse Glass Co.
ITEM	PRICE	PRICE
NEW ALUMINUM ENTRANCE DOORS	\$9,472.00	
NEW FINISH HARDWARE FOR DOORS	\$14,748.00	
LABOR (INCLUDING REMOVAL AND NEW INSTALLATION)	\$9,775.00	
TOTAL	\$33,995.00	\$49,750.00
Additive Alternate #1: Hard wire ADA Bollard	\$4,300.00	
PROJECT SHALL BE COMPLETED IN HOW MANY CALENDAR DAYS	90 DAYS	6-8 WEEKS
<u>No Bids</u>		
Integrated Facility Services		

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Central Missouri Glass and More, L.L.C.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 15-23MAR16
Boone County Government Center Exterior Doors
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown in the bid document.

New Aluminum Entrance Doors:	\$9,472.00
New Finish Hardware for Doors:	\$14,748.00
Labor (including Removal and New Installation)	\$9,775.00
Additive Alternate No. 1: sawcut and trench approximately 6"x5'-0" strip of existing concrete exterior slab from north jamb of Door # 1, extend conduit and wiring from inside jamb, complete hard-wired connection at new bollard and replace/patch existing concrete slab.	\$4,300.00
TOTAL	\$38,295.00

Contractor agrees to complete the project within 90 calendar days after receipt of Notice to Proceed.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement and **MUST** be in writing and pre-approved by the County.

- Instructions to Bidders
- Bid Response Form
- Debarment Certification
- Work Authorization Certification
- Contractor's Affidavit Regarding Settlement of Claims
- Statement of Bidder's Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Insurance Requirements
- Contract Conditions
- Affidavit of Compliance with OSHA
- Affidavit of Compliance with Prevailing Wage Law

General Specifications
Project Manual
Division 1 – General Requirements
Division 8 – Doors & Hardware
Response Presentation and Review
Annual Wage Order #22
Site Drawings

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with Boone County Facilities Maintenance Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or

percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor for the initial order in the amount:

Thirty Eight Thousand Two Hundred Ninety Five Dollars and Zero Cents (\$38,295.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities, any delays in project completion and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 4-14-16 at Columbia, Missouri. (Date)

CONTRACTOR:
CENTRAL MISSOURI GLASS AND MORE, L.L.C.

OWNER:
BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: Kevin McCriston
Authorized Representative Printed Name
Title: PROJECT Manager

Approved as to Legal Form:
[Signature]
Boone County Counselor

ATTEST:
Wendy S. Noren
Wendy Noren
County Clerk

AUDITOR CERTIFICATION

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

<u>[Signature]</u>	<u>4/8/16</u>	6200-60110: \$38,295.00
Signature	Date	Appropriation Account

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

County of _____)
)ss
State of _____)

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

NAME OF PROJECT: _____

Affiant Date

Printed Name

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

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

By _____
Contractor

(Signature)

(Title)

State of _____

County of _____ ss.

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

Notary Public

(SEAL)

My Commission expires _____, 20_____

Request for Bid: 15-23MAR16 – Boone County Government Center Exterior Doors

Please complete the following to include with your bid:

Project shall be completed in 90 calendar days after receipt of Notice to Proceed

Vendor Name: CENTRAL MISSOURI GLESS

Contact Person: KEVIN MCELWISTON

Address: 18261 HWY 87
DOONVILLE MO 65233

Phone: 660-882-7171

E-mail: cmgkevin@yqto.com


Signature

3/23/13
Date

Kevin McElwiston
Printed Name

CENTRAL MISSOURI GLASS

18261 Highway 87
Boonville, MO 65233

660-882-7171 P

660-882-8515 F

3/22/16

Proposal For Work

JOB NAME: BOONE COUNTY GOVERNMENT CENTER DOOR REPLACEMENT

BID # 15-23MAR16

WE WILL PROVIDE, FABRICATE, AND INSTALL THE FOLLOWING

EFCO 5600 CURTAIN WALL 6" SYSTEM CUSTOM COLOR TO MATCH EXISTING WITH 4 1/2" SUB-FRAME

EFCO D500 WIDE STYLE DOORS WITH 10" BOTTOM RAILS CUSTOM SIZED TO FIT NEW OPENINGS UP TO 4' X 8' EACH LEAF

GLASS WILL MATCH EXISTING

I UPGRADED THE HARDWARE VON DUPRIN 99 SINCE THE DOORS WERE CHANGED TO WIDE STYLE. ALSO I WILL BE PROVIDING VON DUPRIN ELEC STRIKES 6300. LCN 4050 FULL ALUM BODY CLOSERS. I WILL BE PROVIDING A KEYED REMOVABLE MULL FROM DESIGN HARDWARE. CONTINUOUS HINGES FROM ABH. ADJUSTABLE DOOR SWEEPS. AND STANLEY MAGIC FORCE AUTO DOOR OPERATORS WITH HARD WIRED PUSH BUTTONS

THE HARDWARE IS WHAT I SUGGEST TO OUT PERFORM WHAT IS SPECIFIED, BUT I WILL PROVIDE THE SPECIFIED HARDWARE IF REQUESTED

THIS COST ALSO INCLUDES THE CONCRETE WORK AND THE WIRING NECESSARY TO MAKE EVERYTHING WORK PROPERLY

IN THE END YOU WILL HAVE EVERYTHING YOU NEED TO ENSURE A WEATHER TIGHT FIT FOR YOUR NEW DOORS AND FRAMES THAT SHOULD LAST ANOTHER 20 YEARS WITH VERY LITTLE MAINTENANCE IF ANY

TOTAL COST \$ 38,295.00

Central Missouri Glass

18261 Hwy 87
Boonville, MO 65233

Sub Bid

Date	Estimate #
3/23/2016	1313

Name / Address
Boone Co. Government Exterior Doors

Rep	Project
KM	

Description	Qty	Total
Storefront, Curtain Walls & Storefront		5,108.62T
Concrete		1,800.00T
Glass		2,022.00T
Wiring		2,500.00T
Door Hardware		9,468.00T
Breakmetal		300.00T
Caulking & Fasteners		221.38T
Auto Operators		5,280.00T
Shop Drawings		1,200.00
Shipping & Surcharges		620.00T
Labor		9,775.00
<p>**Additionally: We exclude materials broken or damaged by others, and final cleaning of any surface.**</p> <p>NOTES:Excludes all interior caulking to sheet rock.</p> <p>**Any questions notify Kevin at 660-882-7171 or **660-888-6173**</p> <p>Due to unforeseen increases in pricing Central Missouri Glass must be notified within 30 days of bid date to ensure we can guarantee pricing with our suppliers. After 30 days additional pricing may be required. After 60 days the job will require re-quoting.</p>		
Subtotal		\$38,295.00
Sales Tax (0.0%)		\$0.00
Total		\$38,295.00

Phone #	Fax #
660-882-7171	660-882-8515

Project:

Bid No. 15-23MAR16
Replace Exterior Entrance Doors for
Roger B. Wilson Boone County Government Center Building
801 E. Walnut St.
Columbia, MO 65201-7732

Owner:

County of Boone
801 E. Walnut St.
Columbia, MO 65201-7732

Architect:

Scroggs Architecture P.C.
1008 Maplewood Dr.
Columbia, MO 65203-1856

BID TABULATION FORM

Description:

Amount:

1. New Aluminum Entrance Doors:	\$ 9,472.00
2. New Finish Hardware for Doors:	\$ 14,748.00
3. Labor (including Removal and New Installation):	\$ 9,775.00

TOTAL

\$ 33,995.00

Additive Alternate No. 1: sawcut and trench approx.
6"x5'-0" strip of existing concrete exterior slab from north
jamb of Door No. 1, extend conduit and wiring from inside
jamb, complete hard-wired connection at new bollard and
replace/patch existing concrete slab.

\$ 4,300.00

Company name:

CENTRAL MISSOURI GLASS

Business Address:

18261 HWY 87

City, State and Zip Code:

BOONVILLE, MO 65233

Phone No.:

660-882-7171

1. In submitting this Bid, Bidder represents that:
 - a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price.
 - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
 - c. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site with the Bidding Documents.
 - d. Bidder is familiar with requirements, policies and shall submit a Certificate of Insurance meeting Boone County insurance requirements.

- e. Bidder is familiar with applicable federal, State, local laws, regulations and codes.
 - f. Bidder guarantees there will be no revisions or withdrawal of bid amount within thirty (30) days after the bid opening.
2. Bidder agrees to achieve final completion of the Work within ninety (90) consecutive calendar days after Notice to Proceed.

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
3/17/16	ADDENDUM #1 ACKNOWLEDGED

COMPANY NAME: CENTRAL MISSOURI GLASS

ADDRESS: 18261 HWY 87

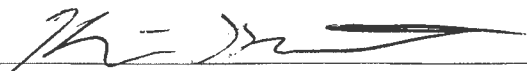
CITY, STATE, ZIP BOONVILLE, MO 65233

PHONE NUMBER: 660-882-7171

E-MAIL CMGKEVIN@YAHOO.COM

AUTHORIZED REPRESENTATIVE: KEVIN MCCUISTON

TITLE: PROJECT MANAGER

SIGNATURE: 

Prompt Payment Terms: NET 30

Will you accept automated clearinghouse (ACH) for payment of invoices? YES

List all Sub-Contractors planned to be utilized on this project.

N/A

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Boone County Government Center Exterior Doors

Project No.: 15-23MAR16

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the "General Specifications", "Technical Specifications", and "Special Provisions".

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Architect to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Central Missouri Glass & More LLC

By: 
(Signature)

Kevin McCuiston
(Print or Type Name)

Title: Estimator

Address: 18261 Hwy 87

City, State, Zip: Boonville, MO 65233

Phone: 660-882-7171

Fax: 660-882-8515

Date: 3/23/2016

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Cindy Edwards Office Manager
Name and Title of Authorized Representative

Cindy Edwards 3/23/14
Signature Date

COUNTY OF BOONE-MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Cooper)
State of Missouri)ss
)

My name is Kevin McCuston

I am an authorized agent of Central Missouri Glass & More LLC (Bidder).

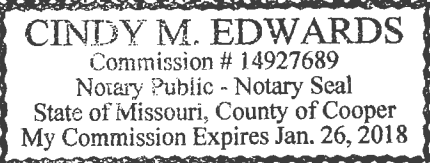
This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 3/23/16
Affiant Date

Kevin McCuston
Printed Name

Subscribed and sworn to before me this 23rd day of March, 2016.



Cindy M Edwards
Notary Public

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

An Affirmative Action/Equal Opportunity Institution



Company ID Number: 256273

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Central Missouri Glass & More L.L.C.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 256273

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

Name:	Toni L Wells	Fax Number:	(660) 882 - 8515
Telephone Number:	(660) 882 - 7171		
E-mail Address:	centralmoglass@yahoo.com		
Name:	Ray L Wells	Fax Number:	(660) 882 - 8515
Telephone Number:	(660) 882 - 7171		
E-mail Address:	centralmoglass@yahoo.com		

BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number 15-23MAR16

Vendor Job Number _____

Job Location Columbia, MO

March 23rd, 2016

To the Boone County Purchasing Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Central Missouri Glass, More LLC
Contractor

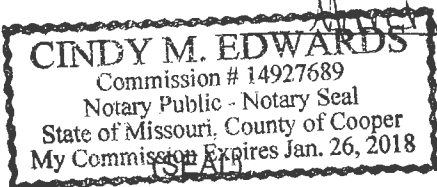
By [Signature]
(Signature)

Estimator
(Title)

State of Missouri

County of Cooper ss.

Subscribed and sworn to before me this 23rd day of
March, 2016, at Cooper County, MO



Cindy M. Edwards
Notary Public

My Commission expires 1-26, 2018

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Central Missouri Glass & More LLC
2. Business Address: 18261 Hwy 87 Boonville, Mo 65233
3. When Organized: October 2000
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:
Glass & Glazing 43-1947035
6. Number of years engaged in contracting business under present firm name:
15 1/2 yrs
7. If you have done business under a different name, please give name and location:
N/A
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: Attached
12. List of projects currently in progress: Attached

* Attach additional sheets as necessary *

CENTRAL MISSOURI GLASS

18261 Highway 87
Boonville, MO 65233
660-882-7171 Phone
660-882-8515 Fax

Completed Jobs
03/2012-03/2016

Broadway 1st & 5th Floor \$78,685.76
Columbia Orth \$1,769.43
1st & 2nd Floor Lobby \$22,907.53
Academic Support \$38,643.07
Ag Engineering Building \$17,160.00
Anthropology Gallery \$31,160.00
Arts & Archaeology \$29,696.72
Arts & Science \$904.70
Aspen Dental \$8,450.71
Audrain Co Courthouse \$18,725.00
BHC C1 Chapel \$4,619.00
BHC Foundation \$3451.00
BHC Hallway Rest \$16,272.00
BHC C1 Prayer Room \$4,350.00
BHC C1 Spiritual \$5,005.00
BHC Cafeteria \$13,791.17
BHC Outpatient \$15,915.00
BHC Pain Management \$20,568.00
BHC Surgery Backfill \$11,363.44
BHCC Customer Relations \$4,619.00
BHCC Volunteer Room \$5,005.00
Blind Boone Renovations \$2,459.00
Blind Pony Conservation \$14,938.64
Blue Ridge Elementary \$6,034.66

Boone Co National Bank \$32,696.19
Boone 4TH & 5TH Floor \$337,769.74
Boone Facility Shop \$540.00
Boone Support Services \$6,453.00
Boonville City Hall \$6,429.70
Broadway B&C \$93,668.26
Broadway Marketplace \$32,600.00
Buford Hall \$13,964.00
Camdenton School \$36,990.00
Central Bank Renovations \$48,905.23
CHA Daycare \$46,949.00
Charlotte Russe \$18,426.36
Chilled Water Plant \$110,500.00
CMU Allied Health \$193,553.66
Coca Cola Building \$12,894.02
Cole Camp School \$244,432.35
Columbia High School \$870,485.00
CPS Transportation \$21,310.00
CPS Window Replacement \$962,294.62
Cupples Hall \$1,539.00
David Barton Upgrades \$175,109.00
Dierburgs \$256,066.12
Dollar Tree \$30,344.50
Ellis Library \$623.00
Fed-Ex Brookfield \$7,522.00
Fifth & Conley \$122,494.08
First Midwest Bank \$62,154.95
Fletcher Honda \$162,396.34
Forum Church \$140,771.00
Freddy's Frozen Custard \$5,167.41
Fulton State Hospital \$27,675.44
GAP Outlet \$25,053.14
Harry S. Truman VAMC \$96,305.68
Hickman Athletics Building \$1,874.00
Hickman Gym Renovation \$38,659.06

Holden R-II School \$15,862.39
Howard Payne Hall \$13,905.00
Lange Middle School \$3,982.50
Lathem Elementary \$60,554.00
Lincoln Aquaculture \$11,662.40
Lottes Health Science \$1,185.00
Marceline Nutrition \$10,910.00
Mark Twain Hall \$777,782.93
Marshall Waste Water \$24,194.00
Mchaney Hall \$3,320.00
Medical Science Addition \$4080.00
Merial Lab \$44,014.00
Mid Mo Surgery \$74,815.09
Mizzou Tennis Center \$87,542.87
Mo Hospital Association \$74,125.43
Mo Valley SAC \$255,728.90
Moberly ADA Ramp \$1,072.30
Moniteau Co Jail \$26,954.00
MS&T Straumanis Hall \$150,463.69
MSHP Pool & Weight Room \$18,633.00
MU Clinical Research \$67,011.98
MU Power Plant \$58,725.69
MUHC 3rd Floor Surgery \$44,024.95
MUHC 6th & 7th Floor \$90,947.13
New Haven Rockbridge \$242,502.13
Nicholas Career Center \$21,245.00
North Elementary \$44,594.00
Northeast Elementary \$230,451.13
O'Reilly Auto Parts \$13,803.12
Oak Tower \$45,334.00
Office of Chief Counsel \$144,199.70
Orth 2nd & 3rd Floor \$5512.00
Osage Beach Elementary \$296,527.79
Osage Co Alt A \$586.00
Osage Co R-III \$36,463.00

Outlet P \$43,343.00
Paquin Towers \$46,975.00
Pershing Hall \$179,702.82
Regus Hall \$995.00
Riley Toyota \$191,719.78
Rockbridge Gym \$41,008.42
Rocky Fork Waste Water \$32,643.36
Rolla Middle School \$103,939.58
Russel Door Replacement \$21,928.00
Russellville Bank \$33,032.67
Salisbury Door Replacement \$79,711.00
Salisbury High School \$23,717.00
Sallyport \$14,865.00
South Callaway Concession \$13,312.85
South Providence Medical \$511,779.11
Southside Fire Station \$61,611.14
SSM Health St. Mary's \$3,830.00
St. Mary's MOB \$280,359.00
St. Bonaventure \$59,501.92
St. Mary's Hospital \$547,935.00
Stadium Shoppes \$34,500.00
Truman State \$165,991.27
Stribling Hall \$104,892.13
T-Berry Hall \$233,250.49
Taylor Stadium \$36,727.96
Timber Springs \$55,201.69
Turner Avenue \$56,378.00
UMB Bank \$2,958.00
Unlimited Opportunity \$89,700.18
VA Audiology \$2,724.00
VA Behavioral \$26,028.08
VA Canteen & Kitchen \$1,952.00
VA Hospital \$265,012.51
VA Relocate Cardiology \$13,416.00
VA Relocate Sterile \$11,436.32

WCH South Pavilion \$91,157.76
Wending Development \$47,352.00
Wendy's Columbia \$40,465.10
Wolpers & Johnston Hall \$462,462.04
Women & Children Hospital \$68,362.31

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Cooper

Kevin McCuiston, being first duly sworn, deposes and says that he is Estimator
(Title of Person Signing)

of Central Missouri Glass & More LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

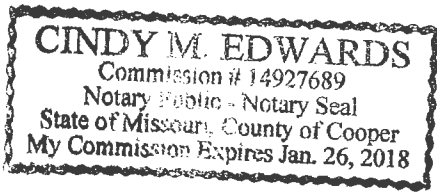
By _____

By _____

Sworn to before me this 23rd day of March, 20 16

Cindy M. Edwards
Notary Public

My Commission Expires 1-26-2018



SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- () sole individual () partnership (X) LLC
() corporation, incorporated under laws of the state of _____
() other

Name of individual, all partners, or joint venturers:

Ray L Wells Jr

Address of each:

204 E Main St. Bunceton MO
65237

doing business under the name of:

Central Missouri Glass & More LLC 18261 Hwy 87 Boonville, MO
(If using a fictitious name, show this name above in addition to legal names.) 65233

Address of principal place of business in Missouri:

(If a corporation - show its name above)

ATTEST:

Cindy M. Edwards
(Secretary)

Office Manager
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Sections 417.200 to 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Section 351.570 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Purchasing Department.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Cooper

On this 23rd day of March, 20 16

before me appeared Kevin McCuiston to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

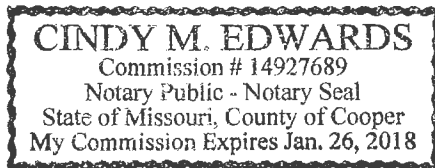
(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Estimator
President or other agent

of Central Missouri Glass & More LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Cooper County, MO the day and year first above written.



(SEAL) Cindy M. Edwards Notary Public

My Commission expires Jan. 26th, 20 18.

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

N/A

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 (copy attached) which may allow for temporary 90 day qualification.

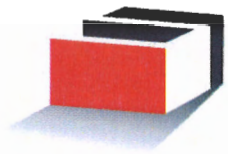
- _____3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

N/A



Scroggs Architecture P.C.
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203
Phone: 573-442-5600 Fax: 573-442-5611
E-mail: sss@scroggsarchitecture.com

March 17, 2016

ADDENDUM NO. ONE

Replace Exterior Entrance Doors for
Roger B. Wilson Government Center Building
801 E. Walnut St.
Columbia, MO 65201
Bid Number 15-23 MAR16

Bidders are hereby informed of the following clarifications and/or modifications to be made in the plans and project manual for the above referenced project.

1. Project Manual, Division 1, Bid Tabulation Form.
Substitution: "New Bid Tabulation Form attached that includes Alternate No. 1 – sawcut and trench approx. 6"x5'-0" strip of existing concrete exterior slab from north jamb of Door No. 1, extend conduit and wiring from inside jamb, complete hard-wired connection at new bollard and replace/patch existing concrete slab."
2. Project Manual, Section 08 41 13 Alum.-Framed Entrances, Part 2, Item 2.1.A.2, page 2 of 5.
Substitution: "Vertical Stile and Top Rail shall be 5-1/2" wide stile profile."
3. Project Manual, Section 08 41 13 Alum.-Framed Entrances, Part 2, Item 2.4.B.1, page 3 of 5.
Substitution: "Continuous Geared Full Mortise Hinge: Pemko #FM-HD or ABH #240HD instead of Pemko HS-HD."
4. Project Manual, Section 08 71 13 Automatic Door Operation, Part 2, Item 2.1.A, page 3 of 6.
Clarification: "Dorma ED400 automatic swing operator is an approved pre-bid equal to Stanley Magic-Force automatic door operator."
5. Drawings, Sheet 5, Hardware Schedule, Hardware Groups A & B (Doors 1, 2 3 & 4).
Substitution: "Continuous Geared Full Mortise Hinge: Pemko #FM-HD or ABH #240HD instead of Pemko HS-HD."
6. Drawings, Sheet 6, Vertical and Horizontal Sections, Details A/6 thru D/6.
Clarification: "Doors No. 1, 2, 3 & 4 - contractor shall remove and replace existing framing at existing jamb & head and install new 6" curtain wall framing with new 4-1/2" sub-frames immediately surrounding the new doors. Accordingly, aluminum entrance doors shall be custom sized to fit the width and height of the new frame sizes. For the contractor's use are attached existing drawings for the existing jamb and head condition from the original shop drawings. Kynar paint finish shall be custom matched to adjacent existing door frames."

Project:

Bid No. 15-23MAR16
Replace Exterior Entrance Doors for
Roger B. Wilson Boone County Government Center Building
801 E. Walnut St.
Columbia, MO 65201-7732

Owner:

County of Boone
801 E. Walnut St.
Columbia, MO 65201-7732

Architect:

Scroggs Architecture P.C.
1008 Maplewood Dr.
Columbia, MO 65203-1856

BID TABULATION FORM

Description:

Amount:

1. New Aluminum Entrance Doors:	\$
2. New Finish Hardware for Doors:	\$
3. Labor (including Removal and New Installation):	\$

TOTAL	\$
-------	----

Additive Alternate No. 1: sawcut and trench approx. 6"x5'-0" strip of existing concrete exterior slab from north jamb of Door No. 1, extend conduit and wiring from inside jamb, complete hard-wired connection at new bollard and replace/patch existing concrete slab.	\$
--	----

Company name:

Business Address:

City, State and Zip Code:

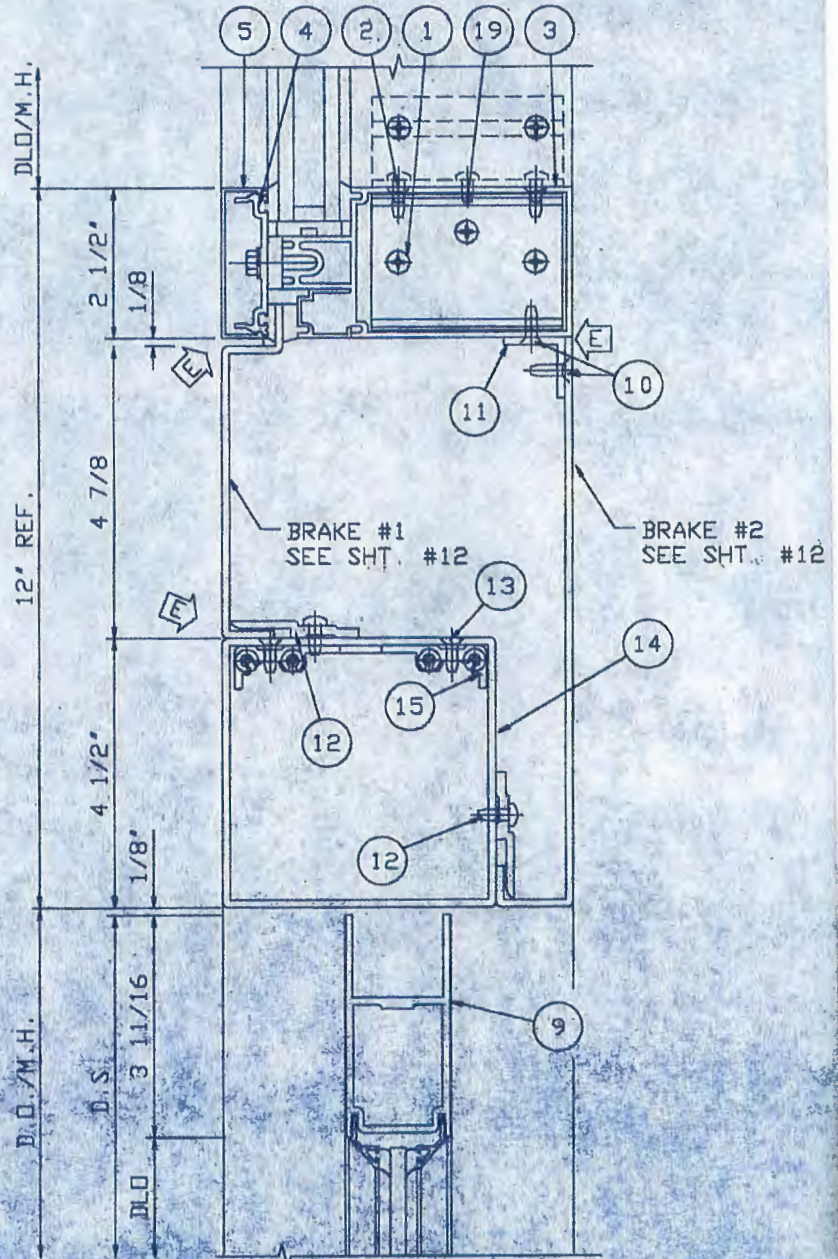
Phone No.:

1. In submitting this Bid, Bidder represents that:
 - a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price.
 - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
 - c. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site with the Bidding Documents.
 - d. Bidder is familiar with requirements, policies and shall submit a Certificate of Insurance meeting Boone County insurance requirements.

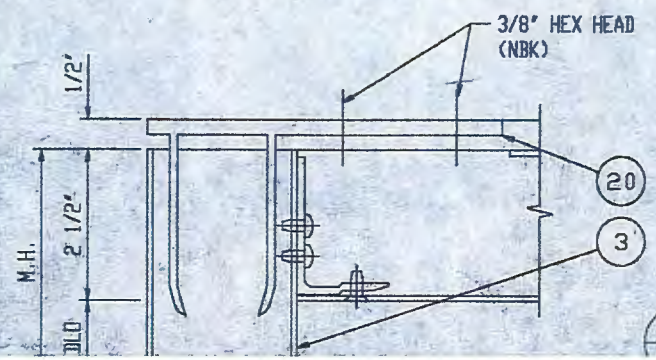
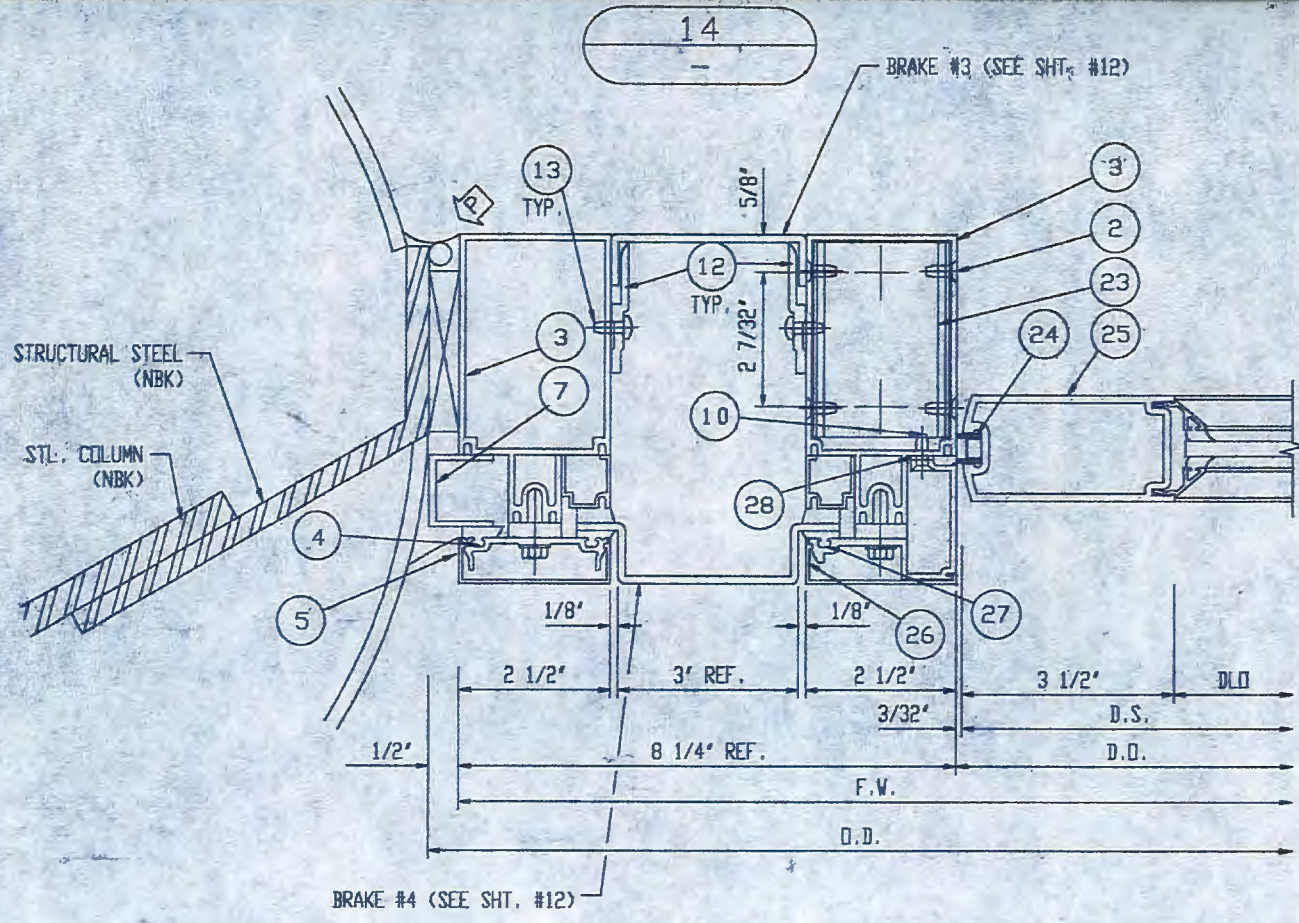
- e. Bidder is familiar with applicable federal, State, local laws, regulations and codes.
 - f. Bidder guarantees there will be no revisions or withdrawal of bid amount within thirty (30) days after the bid opening.
2. Bidder agrees to achieve final completion of the Work within ninety (90) consecutive calendar days after Notice to Proceed.

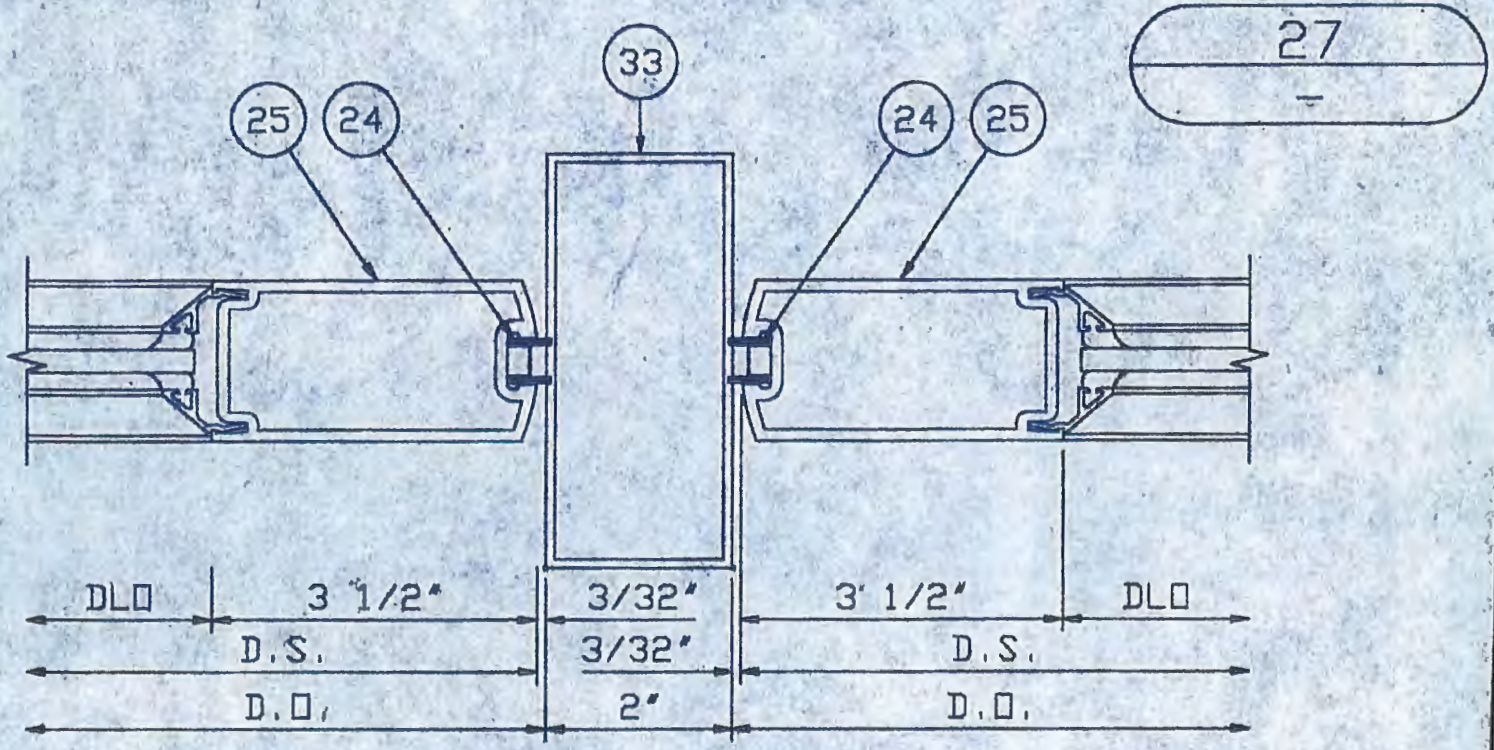
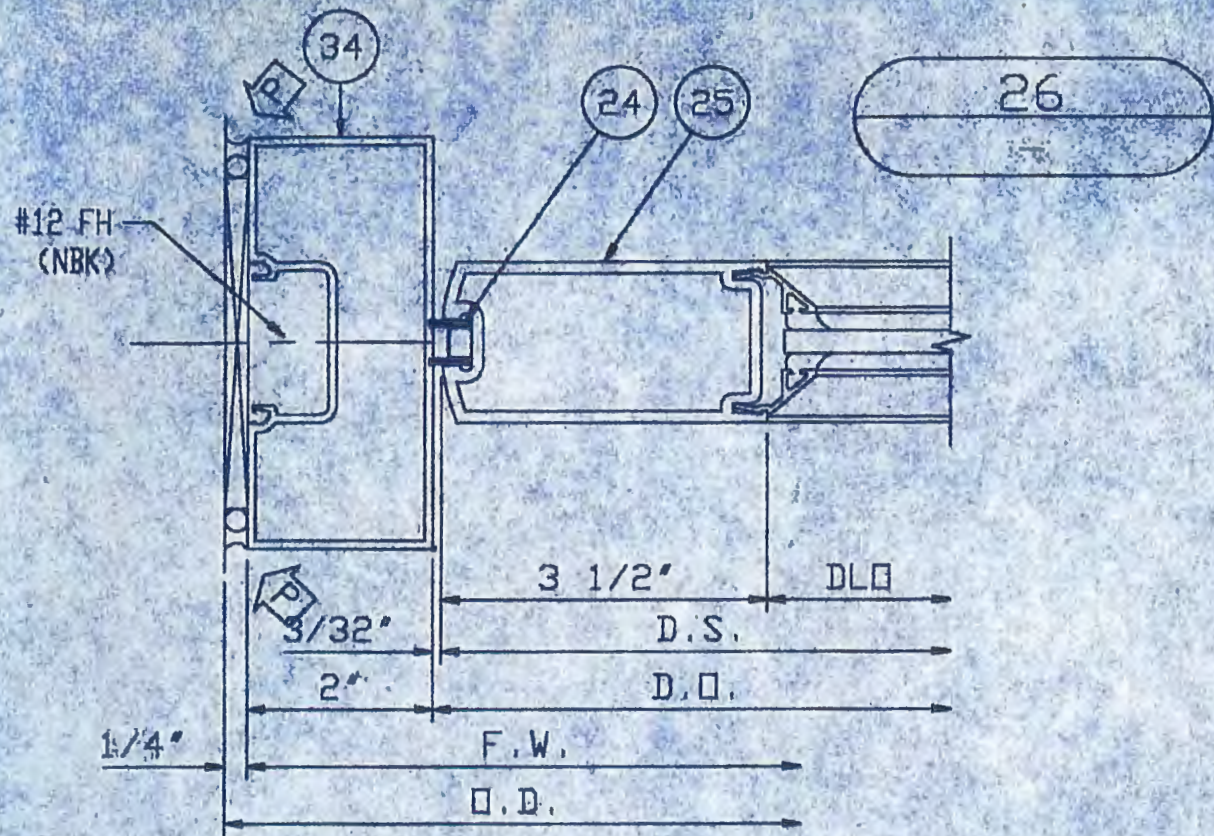
8

EXTRUSION #216-409
CUT TO 3'

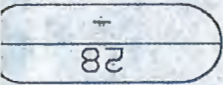
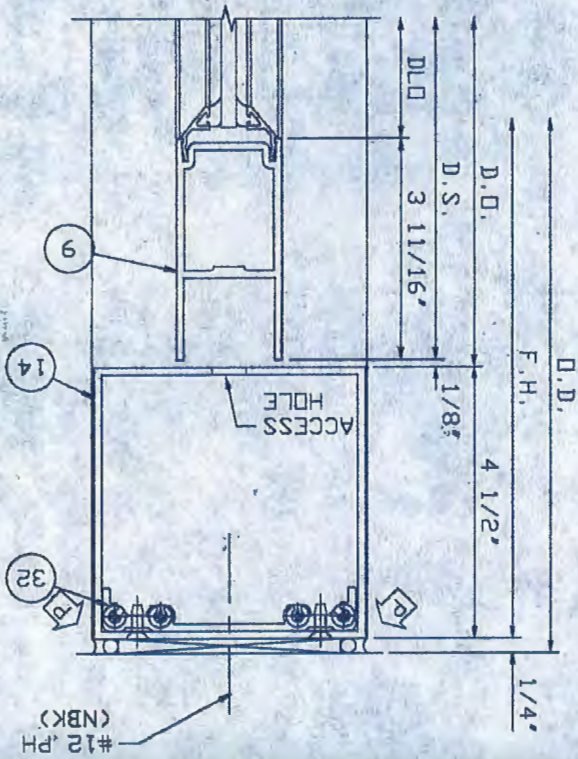
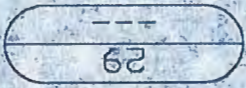
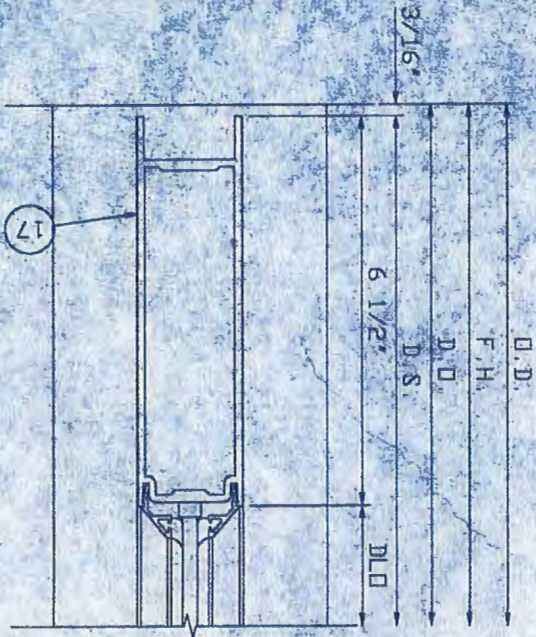


#12 P.H.
(NBK)





*
 BOTTOM DOOR
 W/O THRESHOLD
 3/16" UNLES





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2016

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

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

PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Chris Rapp	CONTACT NAME: Chris Rapp	FAX (A/C, No): 866-779-8102	
	PHONE (A/C, No, Ext): 660-882-2800	E-MAIL ADDRESS:	
INSURED Central Missouri Glass & More LLC 18261 Hwy 87 Boonville, MO 65233	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Columbia Mutual Insurance Co	40371	
	INSURER B : Missouri Employers Mutual	10191	
	INSURER C : Columbia National	19640	
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CMPMO0000027772	02/01/2016	02/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Blanket Addl Insd						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: When Req By Contract						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			CAPMO0000019423	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUPMO0000033926	02/01/2016	02/01/2017	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$	10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			201936200	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project: Boone County Government Center Exterior Doors

CERTIFICATE HOLDER

CANCELLATION

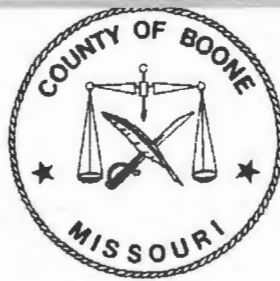
BOONE12

County of Boone
613 E Ash Street 110
Columbia, MO 65201

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

AUTHORIZED REPRESENTATIVE

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Boone County Government Center Exterior Doors

Bid Number: 15-23MAR16

CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner

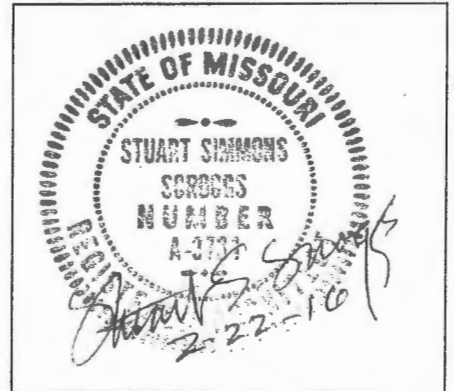
*PROJECT MANAGER

Bob Davidson, Facilities Maintenance Manager
Boone County Annex Building
613 E. Ash Street, Room 107
Columbia, Missouri 65201
Phone: (573) 886-4401
Fax: (573) 886-4402
E-mail: bdavidson@boonecountymo.org

BOONE COUNTY PURCHASING

Melinda Bobbitt, CPPO, Director of Purchasing
613 East Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
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ARCHITECT OF RECORD



STUART S. SCROGGS

Architect

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***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER AND ARCHITECT**

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***For the successful awarded Contractor, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein if Bid Response is \$50,000 or greater.**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

Boone County Government Center Exterior Doors

Bid Number:

15-23MAR16

Scope of Project Construction:

Replace existing west and east exterior entrance doors in the Boone County Roger B. Wilson Government Center building located at 801 East Walnut Street, Columbia, MO 65201.

Pre-Bid Conference:

A pre-bid conference has been scheduled for **March 10, 2016 at 2:00 p.m.** in the Boone County Annex Building, Conference Room, 613 E. Ash Street, Columbia, MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **STRONGLY ENCOURAGED** to attend. A site visit will immediately follow at the Boone County Government Center, 801 East Walnut Street, Columbia, MO 65201.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on March 21, 2016.** **Technical questions should be directed to the Purchasing Director AND Architect.**

Bids Accepted Until:

Sealed bids will be accepted until **2:00 p.m. on March 23, 2016 at the Boone County Annex Building, Purchasing Department, 613 East Ash Street, Room 109, Columbia, Missouri 65201.** Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after 2:00 p.m. on March 23, 2016 in the Boone County Annex Building, 613 East Ash Street, Conference Room 101, Columbia, Missouri 65201.

Contract Time:

A construction start date will be established at the Contractor's discretion. Contractor shall coordinate with the County to establish a date for the Pre-Construction meeting, which is to be held a minimum of 5 business days prior to the anticipated start date. The Notice to Proceed shall be issued following the Pre-Construction meeting. Work shall be continuous following mobilization. Work shall be completed within 90 calendar days following the Notice to Proceed.

Liquidated Damages:

Liquidated damages in the amount of \$250.00/day will be assessed for all calendar days exceeding the completion date.

Anticipated Notice To Proceed Date:

On or about April 29, 2016, the Contractor acknowledges that this is an estimated date and is subject to change.

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, time required for completion, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

Drawings:

Sheet 1

Sheet 2

Sheet 3

Sheet 4

Sheet 5

Sheet 6

Sheet 7

Title Sheet

First Floor Plan

West Entrance Enlarged Floor Plans

East Entrance Enlarged Floor Plans

Elevations & Finish Hardware Schedule

Aluminum Entrance Door Sections

Photo Sheet

BID FORM FOR 15-23MAR16

BOONE COUNTY GOVERNMENT CENTER EXTERIOR DOORS

Item	Quantity	Unit Price	Extended Price
New Aluminum Entrance Doors	6	\$	\$
New Finish Hardware for Doors	6	\$	\$
Labor (including removal and new installation)		\$	\$
		TOTAL	
Project shall be completed within			calendar days.

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

E-MAIL _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

Will you accept automated clearinghouse (ACH) for payment of invoices? _____

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

BONDS: If Bidder's bid response is \$50,000 or greater, the following bonds are required:

Performance Bond and Labor and Material Payment Bond: Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

Bid Bond: A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid shall accompany the proposal response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Respondent shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Respondent shall excuse the Respondent or entitle the Respondent to a return of the deposit or Bid Bond.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the "General Specifications", "Technical Specifications", and "Special Provisions".

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Architect to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when 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.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

An Affirmative Action/Equal Opportunity Institution

**COUNTY OF BOONE-MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
)ss
 State of _____)

My name is _____.

I am an authorized agent of _____(Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

 Affiant Date

 Printed Name

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

 Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

An Affirmative Action/Equal Opportunity Institution

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 (copy 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

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By _____
(Signature)

(Title)

State of _____

County of _____ ss.

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

Notary Public

(SEAL)

My Commission expires _____, 20____

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership LLC
 corporation, incorporated under laws of the state of _____
 other

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Sections 417.200 to 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Section 351.570 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Purchasing Department.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

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

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Facilities Management Department.

"Director" shall mean the Director of Boone County Facilities Management or his designated representative.

"Architect" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Architect is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Architect. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

- (1) Progress payments will be made to the Contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the Contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the Contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. If those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County.

- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the Contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the Contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the Contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the Contractor. The Contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the Contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the Contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a Contractor receives any payment, the Contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the Contractor receives less than the full payment due under the County contract, the Contractor shall be obligated to disburse on a pro rata basis those funds received, with the Contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When , however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers invoiced shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the Contractor, subcontractor, or supplier invoiced as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the Contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the Contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the Contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
 - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
 - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

The Contractor shall, by affidavit, submit to the Architect a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another Contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract

appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Architect that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Architect, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Architect, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to owner and architect as indicated below), whether initially or as a substitute, against whom owner or architect may have reasonable objection. Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain subcontractor, supplier, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to owner in advance of the specified date prior to the effective date of the Agreement for acceptance by Owner and Architect and if Contractor has submitted a list thereof in accordance with the project specifications, Owner's or Architect's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the contract price will be increased by the difference in the cost occasioned by such substitution and an appropriate change order will be issued or written amendment signed. No acceptance by Owner or Architect of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of owner or architect to reject defective Work.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Project Name: _____

Project No.: _____

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Affidavit Regarding Settlement of Claims
7. Statement of Bidder's Qualifications,
8. Anti-Collusion Statement,
9. Signature and Identity of Bidder,
10. Bidder's Acknowledgment,
11. Insurance Requirements,
12. Contract Conditions,
13. Contract Agreement,
14. Performance Bond,
15. Labor and Material Payment Bond,
16. Affidavit-OSHA Requirements,
17. Affidavit-Prevailing Wage,
18. General Specifications,
19. Technical Specifications,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Drawings

It is understood and agreed that the work shall be done in accordance with the **General Specifications** and **Technical Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Architect under the Contract.

The work shall be done to complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal and state laws and regulations and ordinances and that he will cause each of his subcontractors to do the same. The Contractor also agrees to not discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment and will cause each of his subcontractors to do the same.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount of

\$ _____
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
at Columbia, Missouri.

(Date)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By: _____
Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Title: _____

Secretary

Approved as to Legal Form:

County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____, 20 _____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

_____ Dollars,
(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____ Phone Number: _____

Address: _____

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)

State of _____)

)ss

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

NAME OF PROJECT: _____

_____ Date

Affiant

Printed Name

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

Notary Public

NOTE: Failure to return this Affidavit with **project close-out documents** may result in referral of this project to
the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec.
292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: The work shall be done in accordance with the **General Specifications and Technical Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 1. - DEFINITIONS

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Architect: Shall mean the Architect of Scroggs Architecture, P.C. acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

2.1 Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Architect. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Architect; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Architect.

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsive, responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Architect has direct charge of the architectural details of each construction project. The Architect has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Architect of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Architect to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Architect will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Architect during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Architect, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

SECTION 8 - PROSECUTION AND PROGRESS

8.1. All Work at the site shall be coordinated with the Project Manager.

8.2. Work shall not prevent the public from accessing the building during open hours.

- 8.3. Work shall not prevent the building from being locked and secured during times when County offices are closed.
- 8.4. Contractor shall notify the Architect a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. Contractor shall submit an invoice at project completion. All charges must be priced as listed on the Contractor's bid response. No additional fees or taxes shall be charged. The County's Purchase Order Number must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents. A lump sum payment shall be made upon acceptance by Boone County. Invoices shall be submitted to Boone County Facilities Maintenance, 613 East Ash Street, Room 107, Columbia, MO 65201.

9.2. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications as required under Section 6.1.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

9.3. If the plans have been altered or when disagreement exists between the Contractor and the Architect as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

9.4. Prior to the release of a project's final payment amount, the Contractor shall file with the County a completed affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract.

9.5. Each Contractor and subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

9.6. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

SECTION 10 - MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SECTION 11 - STATE WAGE RATE REQUIREMENTS

11.1. The Contractor and all subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

11.2. The Contractor and all subcontractors shall be required to submit to the Architect one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, a payroll shall be submitted with \$0.00 and the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

11.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

11.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

11.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

- a. In the Owner's office:
 1. Missouri Equal Employment Opportunity Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

SECTION 12 - SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Architect access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Architect, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Architect shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

SECTION 13 - PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

SECTION 14 - OVERHEAD LINE PROTECTION

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it's their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

SECTION 15 - OSHA Program Requirements

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Architect, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Architect, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Project Manager and Architect and shall not in any way interfere with the public's access to the County offices within the Boone County Government Center unless consent is given by an authorized representative of the County.

SECTION 18 - METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

PROJECT MANUAL

**ROGER B. WILSON GOVERNMENT CENTER BUILDING
REPLACE EXTERIOR ENTRANCE DOORS**

**OWNER: COUNTY OF BOONE
801 E. WALNUT ST.
COLUMBIA, MO 65201-7732**

BID NUMBER: 15-23MAR16

CERTIFICATIONS

I hereby certify that these Drawings and/or Specifications, dated February 19, 2016, have been prepared by me, or under my supervision. I further certify that to the best of my knowledge these Drawings and/or Specifications are as required by and in compliance with Building Codes of the County of Boone, Missouri.

Stuart S. Swagg

Signature:



Professional Seal

DIVISION 1

GENERAL REQUIREMENTS

Project:

Bid No. 15-23MAR16
Replace Exterior Entrance Doors for
Roger B. Wilson Boone County Government Center Building
801 E. Walnut St.
Columbia, MO 65201-7732

Owner:

County of Boone
801 E. Walnut St.
Columbia, MO 65201-7732

Architect:

Scroggs Architecture P.C.
1008 Maplewood Dr.
Columbia, MO 65203-1856

BID TABULATION FORM

Description:

Amount:

1. New Aluminum Entrance Doors:	\$
2. New Finish Hardware for Doors:	\$
3. Labor (including Removal and New Installation):	\$
TOTAL	\$

Company name:

Business Address:

City, State and Zip Code:

Phone No.:

1. In submitting this Bid, Bidder represents that:
 - a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price.
 - b. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
 - c. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site with the Bidding Documents.
 - d. Bidder is familiar with requirements, policies and shall submit a Certificate of Insurance meeting Boone County insurance requirements.
 - e. Bidder is familiar with applicable federal, State, local laws, regulations and codes.
 - f. Bidder guarantees there will be no revisions or withdrawal of bid amount within thirty (30) days after the bid opening.
2. Bidder agrees to achieve final completion of the Work within ninety (90) consecutive calendar days after Notice to Proceed.

DIVISION 8

DOORS & HARDWARE

SECTION 08 41 13 ALUMINUM-FRAMED ENTRANCE DOORS

PART 1 - GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 Summary

- A. This Section includes Kawneer Aluminum Entrances, glass and glazing, and door hardware and components.
 - 1. 350 Swing Door; Medium stile, 3-1/2" vertical face dimension, 1-3/4" depth, high traffic applications.
- B. Related Sections:
 - 5. 08 71 13 Automatic Door Operator

1.3 Definitions

- A. Definitions: For fenestration industry standard terminology and definitions refer to American Architectural Manufacturers Association (AAMA) – AAMA Glossary (AAMA AG).

1.4 Performance Requirements

- A. General Performance: Aluminum-framed entrance system shall withstand the effects of the following performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Aluminum Framed Entrance Performance Requirements:
 - 1. Air Infiltration: For butt hung entrances in the closed and locked position, the test specimen shall be tested in accordance with ASTM E 283 at a pressure differential of 1.57 psf for single and pairs of doors. A single 3'-0" x 7'-0" entrance door and frame shall not exceed 1.0 cfm/ft². A pair of 6'-0" x 7'-0" entrance doors and frame shall not exceed 1.0 cfm/ft².
 - 2. Structural Performance: Corner strength shall be tested per the Kawneer dual moment load test procedure and certified by an independent testing laboratory to ensure weld compliance and corner integrity.

1.5 Submittals

- A. Product Data: Include construction details, material descriptions, and fabrication methods, dimensions of individual components and profiles, hardware, finishes, and installation instructions for each type of aluminum-framed entrance door indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, custom color paint samples, operational clearances and installation details.
- C. Samples for Initial Selection: sample with factory-applied custom color.
- D. Samples for Verification: For aluminum-framed entrance door and components required.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type of aluminum-framed entrance doors.
- F. Fabrication Sample: Corner sample consisting of a door stile and rail, of full-size components and showing details of the following:
 - 5. Joinery, including welds.
 - 6. Glazing.

- G. Other Action Submittals:

5. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.6 Quality Assurance

- A. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum-framed entrance doors that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- C. Source Limitations: Obtain aluminum-framed entrance door through one source from a single manufacturer.
- D. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum-framed entrance doors and are based on the specific system indicated. Do not modify size and dimensional requirements.
 5. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.7 Project Conditions

- A. Field Measurements: Verify actual dimensions of aluminum-framed entrance door openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

1.8 Warranty

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty.
 1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by manufacturer.

PART 2 - PRODUCTS

2.1 Manufacturers

- A. Basis-of-Design Product:
 1. Kawneer Company Inc. or approved equal.
 2. The door stile and rail face dimensions of the 350 entrance door will be as follows:

Door	Vertical Stile	Top Rail	Bottom Rail
350	3-1/2"	3-1/2"	10"
 3. Major portions of the door members to be 0.125" nominal in thickness and glazing molding to be 0.05" thick.
 4. Glazing gaskets shall be either EPDM elastomeric extrusions or a thermoplastic elastomer.
 5. Provide adjustable glass jacks to help center the glass in the door opening.
- B. Substitutions: Refer to Substitutions Section for procedures and submission requirements
 1. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
 2. Post-Contract (Construction Period) Substitutions: not permitted.
 3. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
 4. Certificates: Submit certificate(s) certifying substitute manufacturer (1) attesting to adherence to specification requirements for aluminum-framed entrance door system performance criteria, and (2) has been engaged in the design, manufacturer and fabrication of aluminum-framed entrance doors for a period of not less than ten (10) years. (Company Name)
 5. Test Reports: Submit test reports verifying compliance with each test requirement required by the project.

6. Samples: Provide samples of typical product sections and finish samples in manufacturer's standard sizes.
- C. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification, and documented by a formal change order signed by the Owner and Contractor.

2.2 Materials

- A. Aluminum Extrusions: Alloy and temper recommended by aluminum-framed entrance door manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.090" wall thickness at any location for the main frame and door leaf members.
- B. Fasteners: Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum-framed entrance door members, trim hardware, anchors, and other components.
- C. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- D. Reinforcing Members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
 1. Weather Seals: Provide weather stripping with integral barrier fin or fins of semi-rigid, polypropylene sheet or polypropylene-coated material. Comply with AAMA 701/702.

2.3 Glazing

- A. Glazing: 1" clear insulating glass with two ¼" tempered lites.
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, extruded EPDM rubber.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

2.4 Hardware

- A. General: Provide hardware fabricated from aluminum, stainless steel, or other corrosion-resistant material compatible with aluminum; designed to smoothly operate, tightly close and securely lock aluminum-framed entrance doors.
- B. Hardware (see Finish Hardware Schedule on drawings):
 1. Continuous Geared Hinges: Pemko HS-HD.
 2. Exit Devices: Von Duprin CD35A 388 x Ives 8190-10" and LX35A 388 x Ives 8190-10" 299 EPT-10.
 3. Electric Strike: Folger Adams 310-4S 120 630 LCBMA.
 4. Cylinders: Rim - 3216.
 5. Keyed Mullion: Von Duprin KR4954 x 299.
 6. Closer: LCN 4040XP-3071-3049EDA-18TJ-72MC-ALUM, Top Jamb (Push Side).
 7. Interlocking Head Protection: Pemko 379A &68AR.
 8. Door Bottom Sweep: Pemko 335ANB
 9. Adjustable Weatherstripping (Head & Jambs): Pemko 379CPK.
 10. Astragal: Pemko 303PK.
 11. Threshold: Pemko 2705-AT.
 12. Kickplates (2 per leaf): H.B. Ives 8400-B4E-8"x34"-US32D.
 13. Automatic Door Operator: Stanley Magic-Force Low Energy w/ Stainless Steel Bollard/Push Button.
 14. Standard Weather-stripping:
 - a. Meeting stiles on pairs of doors shall be equipped with an adjustable astragal utilizing wool pile with polymeric fin.
 - b. The door weathering on butt hung doors shall be comprised of a thermoplastic elastomer weathering on a tubular shape with a semi-rigid polymeric backing.
- C. Security Control/Alarm Hardware:

1. Power supply: remove existing magnetic locks/electric door strikes and reuse existing wiring.
2. New Door Contacts: furnished and installed by Owner's Security Contractor.

2.5 Fabrication

- A. Fabricate aluminum-framed entrance doors in sizes indicated. Include a complete system for assembling components and anchoring doors.
- B. Fabricate aluminum-framed glass doors that are reglazable without dismantling perimeter framing.
 1. Door corner construction shall consist of mechanical clip fastening, SIGMA deep penetration plug welds and 1-1/8" long fillet welds inside and outside of all four corners. Glazing stops shall be hook-in type with EPDM glazing gaskets reinforced with non-stretchable cord.
 2. Accurately fit and secure joints and corners. Make joints hairline in appearance.
 3. Prepare components with internal reinforcement for door hardware.
 4. Arrange fasteners and attachments to conceal from view.
- C. Weather-stripping: Provide weather-stripping locked into extruded grooves in door panels or frames as indicated on manufacturer's drawings and details.

2.6 Aluminum Finishes

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Factory Finishing:
 1. Kawneer Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating:
 - a. Match existing Glidden paint color no. 90GG 27/102 on Doors No. 3 & 4.
 - b. Custom paint shall match computer match sample provided by the Owner's Representative on Doors No. 1 & 2.
 2. Submit minimum 12"x12" color sample with shop drawings for approval.

PART 3 - EXECUTION

3.1 Examination

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated installation.
 1. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

- A. Contractor shall remove existing aluminum entrance doors and hardware in a proper manner at his own expense including landfill expenses.
- B. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing aluminum-framed entrance doors, hardware, accessories, and other components.
- C. Install aluminum-framed entrance doors level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- D. Set sill threshold in continuous bed of sealant for weather tight construction.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 Field Quality Control

- A. Manufacturer's Field Services: Upon the written request from the Owner's Representative, provide periodic site visits by manufacturer's field service representative.

3.4 Adjusting, Cleaning, and Protection

- A. Clean aluminum surfaces immediately after installing aluminum-framed entrance doors. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded or damaged during construction period.

End of Section

SECTION 08 71 13 AUTOMATIC DOOR OPERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following types of automatic door operators:
 - 1. Exterior automatic door operators, low energy, with visible header mounting.
 - 2. Automatic door operators shall be configured for doors as follows:
 - a. Single door.
- B. Related Sections:
 - 1. Division 8 Section "Aluminum-Framed Entrances" for entrances furnished and installed separately in Division 8 Section.

1.3 REFERENCES

- A. General: Standards listed by reference, including revisions by issuing authority, form a part of this specification section to extent indicated. Standards listed are identified by issuing authority, authority abbreviation, designation number, title or other designation established by issuing authority. Standards subsequently referenced herein are referred to by issuing authority abbreviation and standard designation.
- B. Underwriters Laboratories (UL):
 - 1. UL 325 – Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems.
 - 2. UL 10C – Positive Pressure Fire Tests of Door Assemblies.
- C. American National Standards Institute (ANSI)/Builders' Hardware Manufacturers Association (BHMA):
 - 1. ANSI/BHMA A156.10: Standard for Power Operated Pedestrian Doors.
 - 2. ANSI/BHMA A156.19: Standard for Power Assist and Low Energy Power Operated Doors.
- D. American Society for Testing and Materials (ASTM):
 - 1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- E. American Association of Automatic Door Manufacturers (AAADM):
- F. National Fire Protection Association (NFPA):
 - 1. NFPA 101 – Life Safety Code.
 - 2. NFPA 70 – National Electric Code.
- G. International Code Council (ICC):
 - 1. IBC: International Building Code
- H. International Standards Organization (ISO):
 - 1. ISO 9001 - Standard for Manufacturing Quality Management Systems
- I. National Association of Architectural Metal Manufacturers (NAAMM):
 - 1. Metal Finishes Manual for Architectural and Metal Products.
- J. American Architectural Manufacturers Association (AAMA):
 - 1. AAMA 607.1 - Clear Anodic Finishes for Architectural Aluminum.

1.4 DEFINITION

- A. Activation Device: Device that, when actuated, sends an electrical signal to the door operator to open the door.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide automatic door operators capable of withstanding loads and thermal movements based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Operating Range: Minus 30 deg F to 130 deg F.
- C. Opening-Force Requirements for Egress Doors: In the event power failure to the operator, swinging automatic entrance doors shall open with a manual force, not to exceed 30 lbf applied at 1" from the latch edge of the door.
- D. Break Away Requirements: Automatic door operators shall breakaway with no more than 30 lb. applied at 1" from the latch edge of the door.

1.6 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 01 submittal procedures.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware mounting heights, and attachments to other work. Indicate wiring for electrical supply.
- C. Color Samples for selection of factory-applied color finishes.
- D. Closeout Submittals: Provide the following with project close-out documents.
 - 1. Owner's Manual.
 - 2. Warranties.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative, with certificate issued by AAADM, who is trained for installation and maintenance of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer with a manufacturing facility certified under ISO 9001.
- C. Manufacturer shall have in place a national service dispatch center providing 24 hours a day, 7 days a week, emergency call back service.
- D. Certifications: Automatic door operators shall be certified by the manufacturer to meet performance design criteria in accordance with the following standards:
 - 1. ANSI/BHMA A156.10 and A156.19.
 - 2. NFPA 101.
 - 3. UL 325 Listed.
 - 4. UL 10C Listed.
 - 5. IBC 2009
- E. Source Limitations: Obtain automatic door operators through one source from a single manufacturer.
- F. Product Options: Drawings indicate sizes, profiles, and dimensional requirements of swinging doors equipped with automatic door operators and are based on the specific system indicated. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- G. Power Operated Door Standard: ANSI/BHMA A156.19.
- H. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- I. Emergency-Exit Door Requirements: Comply with requirements of authorities having jurisdiction for swinging automatic entrance doors serving as a required means of egress.

1.8 PROJECT CONDITIONS

- A. Field Measurements: General Contractor shall verify openings to receive automatic door operators by field measurements before fabrication and indicate measurements on Shop Drawings.
- B. Mounting Surfaces: General Contractor shall verify all surfaces to be plumb, straight and secure; substrates to be of proper dimension and material.
- C. Other trades: General Contractor Advise of any inadequate conditions or equipment.

1.9 COORDINATION

- A. Templates: Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing automatic door operators to comply with indicated requirements.
- B. Electrical System Roughing-in: Coordinate layout and installation of automatic door operators with connections to, power supplies, remote activation devices, and electric door latching hardware.
- C. System Integration: Integrate automatic door operators with other systems as required for a complete working installation. Where required for proper operation, provide a time delay relay to signal automatic door operator to activate only after electric lock system is released.

1.10 WARRANTY

- A. Automatic door operators shall be free of defects in material and workmanship for a period of one (1) year from the date of substantial completion.
- B. During the warranty period the Owner shall engage a factory-trained technician to perform service and affect repairs. A safety inspection shall be performed after each adjustment or repair and a completed inspection form shall be submitted to the Owner.
- C. During the warranty period all warranty work, including but not limited to emergency service, shall be performed during normal working hours.

PART 2 - PRODUCTS

2.1 AUTOMATIC DOOR OPERATORS

- A. Manufacturer: Stanley Access Technologies; Magic-Force Series automatic door operator or pre-bid approved equal.

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1. Headers: 6063-T6.
 - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - 3. Sheet and Plate: ASTM B 209.

2.3 COMPONENTS

- A. Header Case: Header case shall not exceed 6" square in section and shall be fabricated from extruded aluminum with structurally integrated end caps, designed to conceal door operators and controls. The operator shall be sealed against dust, dirt, and corrosion within the header case. Access to the operator and electronic control box shall be provided by a full-length removable cover, edge rabbetted to the header to ensure a flush fit. Removable cover shall be secured to prevent unauthorized access.

- B. Door Arms: A combination of door arms and linkage shall provide positive control of door through entire swing; units shall use butt hung doors.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials.
- D. Signage: Provide signage in accordance with ANSI/BHMA A156.19.

2.4 SWINGING DOOR OPERATORS

- A. General: Provide door operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for type of occupancy indicated.
- B. Electromechanical Operators: Self-contained unit powered by a minimum 3/16 horsepower, permanent-magnet DC motor; through a high torque reduction gear system.
 - 1. Operation: Power opening and spring closing.
 - 2. Operator Type: Low energy; readily convertible to full energy; no tools required to change type.
 - 3. Handing: Non-handed; no tools required to change handing.
 - 4. Capacity: Rated for door panels weighing up to 350 lb.
 - 5. Mounting: Visible
 - 6. Features:
 - a. Adjustable opening and closing speeds.
 - b. Adjustable opening and closing force.
 - c. Adjustable back-check.
 - d. Adjustable hold-open time between 0 and 30 seconds.
 - e. Reverse on obstruction.
 - f. Closed loop speed control with active braking and acceleration.
 - g. Variable obstruction recycle time delay.
 - h. Optional Switch to open/Switch to close operation.
 - i. Optional push to activate operation.
 - j. When operators are provided in pairs, adjustable features are independently adjustable for each operator.
- C. Field Adjustable Spring Closing Operation: The operator shall close the door by spring energy employing the motor, as a dynamic brake to provide closing speed control. The closing spring shall be a helical compression spring, adjustable for positive closing action. The spring shall be adjustable, without removing the operator from the header, to accommodate a wide range of field conditions.
- D. Independent Adjustable Closing and Latching Speed Control: The operator shall employ a rheostat module to allow for independent field adjustment of closing and latching speeds using the motor as a dynamic brake.
- E. Field Adjustable Open Stop: The operator shall provide a field adjustable open stop to accommodate opening angles from 80 to 135 degrees without the need for additional components.
- F. Consistent Cycle: The operator shall deliver an even, consistent open force across the entire transition from door fully closed to door fully open. Additionally, the range of the force shall be field adjustable to accommodate a wide range of on-site conditions.
- G. Quiet Performance: The operator shall be designed to output audible noise ratios less than or equal to 50dba.
- H. Manual Use: The operator shall function as a manual door closer in the direction of swing with or without electrical power. The operator shall deliver an even, consistent open force across the entire transition from door fully closed to door fully open.
- I. Electrical service to door operators shall be provided under Division 16 Electrical. Minimum service to be 120 VAC, 5 amps.

2.5 ELECTRICAL CONTROLS

- A. **Electrical Control System:** Electrical control system shall include a microprocessor controller and position encoder. The encoder shall monitor revolutions of the operator shaft and send signals to microprocessor controller to define door position. Systems utilizing external magnets and magnetic switches are not acceptable.
- B. **Performance Data:** The microprocessor shall collect and store performance data as follows:
 - 1. **Counter:** A non-resettable counter to track operating cycles.
 - 2. **Event Reporting:** Unit shall include event and error recording including number of occurrences of events and errors, and cycle count of most recent events and errors.
 - 3. **LED Display:** Display presenting the current operating state of the controller.
- C. **Controller Protection:** The microprocessor controller shall incorporate the following features to ensure trouble free operation:
 - 1. **Automatic Reset Upon Power Up.**
 - 2. **Main Fuse Protection.**
 - 3. **Electronic Surge Protection.**
 - 4. **Internal Power Supply Protection.**
 - 5. **Resettable sensor supply fuse protection.**
 - 6. **Motor Protection, over-current protection.**
- D. **Soft Start/Stop:** A "soft-start" "soft-stop" motor driving circuit shall be provided for smooth normal opening and recycling.
- E. **Obstruction Recycle:** Provide system to recycle the swinging panels when an obstruction is encountered during the closing cycle.
- F. **Programmable Controller:** Microprocessor controller shall be programmable and shall be designed for connection to a local configuration tool. Local configuration tool shall be a software driven handheld interface. The following parameters may be adjusted via the configuration tool.
 - 1. **Operating speeds and forces as required to meet ANSI/BHMA A156.19.**
 - 2. **Adjustable and variable features as specified in 2.4.B.**
 - 3. **Firmware update.**
 - 4. **Trouble Shooting**
 - a. **I/O Status.**
 - b. **Electrical component monitoring including parameter summary.**
 - 5. **Software for local configuration tool shall be available as a free download from the sliding automatic entrance manufacturer's internet site. Software shall be compatible with the following operating system platforms: Palm®, Android®, and Windows Mobile®.**
- G. **Emergency Breakout Switch:** A cam actuated emergency breakout switch shall be provided to disconnect power to the motor when an in-swinging door is manually pushed in the emergency out direction. The operator will then automatically reset and power will be resumed.
- H. **Control Switch:** Automatic door operators shall be equipped with a three position function switch to control the operation of the door. Control switch shall provide three modes of operation, Automatic, Off, and Hold-Open.
- I. **Power Switch:** Automatic door operators shall be equipped with a two position On/Off switch to control power to the door.

2.6 ACTIVATION DEVICES

- A. **Push Plates:** Provide 4 ½ inch square push plates with UL recognized SPDT switch. Face plates and mounting studs shall be stainless steel. Face plates shall be engraved with the international symbol for accessibility and "Push To Open". Push plates shall be wall mounted in single or double gang electrical boxes and hardwired to door operator controls.

2.7 OPTIONS:

- A. **Activation options shall include:**
 - 1. **Wireless push plates on stainless steel bollard.**
 - 2. **Wireless transmitters.**

- B. Safety options including:
 - 1. Overhead safety systems.
 - 2. Door mounted safety systems.

2.8 ALUMINUM FINISHES

- A. General: Comply with NAAMM Metal Finishes Manual for Architectural and Metal Products for recommendations for applying and designing finishes. Finish designations prefixed by AA comply with system established by Aluminum Association for designing finishes.
- B. Class II, Clear Anodic Finish: AA-M12C22A31 Mechanical Finish: as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class II, clear coating 0.40 mils minimum complying with AAMA 611-98, and the following:
 - 1. AAMA 607.1
 - 2. Applicator must be fully compliant with all applicable environmental regulations and permits, including wastewater and heavy metal discharge.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, header support, and other conditions affecting performance of swinging automatic entrance doors. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints.
- B. Mounting: Install automatic door operators/headers plumb and true in alignment with established lines and grades. Anchor securely in place.
 - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
 - 2. Set headers, arms and linkages level and true to location with anchorage for permanent support.
- C. Door Operators: Connect door operators to existing electrical power distribution system.

3.3 FIELD QUALITY CONTROL

- A. Testing Services: Factory Trained Installer shall test and inspect each swinging automatic entrance door to determine compliance of installed systems with applicable ANSI standards.

3.4 ADJUSTING

- A. Adjust door operators, controls, and hardware for smooth and safe operation, for tight closure, and complying with requirements in ANSI/BHMA A156.19 by AAADM Certified Technician.

3.5 CLEANING AND PROTECTION

- A. Clean surfaces promptly after installation. Remove excess sealant compounds, dirt, and other substances. Repair damaged finish to match original finish.

END OF SECTION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/16		\$32.36	55	60	\$21.41
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction\Lineman)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68

All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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BOONE COUNTY
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NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction)\Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

-
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
 16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
 18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
 19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

APPENDIX C

PROJECT PLANS AND/OR DETAILS

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.



**REPLACE EXTERIOR ENTRANCE DOORS for
ROGER B. WILSON GOVERNMENT CENTER BUILDING
801 E. Walnut St., Columbia MO 65201-7732**

BID NO. 15-23MAR16

VICINITY PLAN



COURTHOUSE

GOVT. BLDG.

SHEET INDEX

- 1 TITLE SHEET
- 2 FIRST FLOOR AREA PLAN
- 3 WEST ENTRANCE ENLARGED FLOOR PLAN
- 4 EAST ENTRANCE ENLARGED FLOOR PLAN
- 5 ELEVATIONS & FINISH HARDWARE SCHEDULE
- 6 ALUMINUM ENTRANCE SECTIONS
- 7 PHOTOS

SEAL



Stuart Simmons
2-19-16

No.	Date	Revision

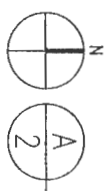
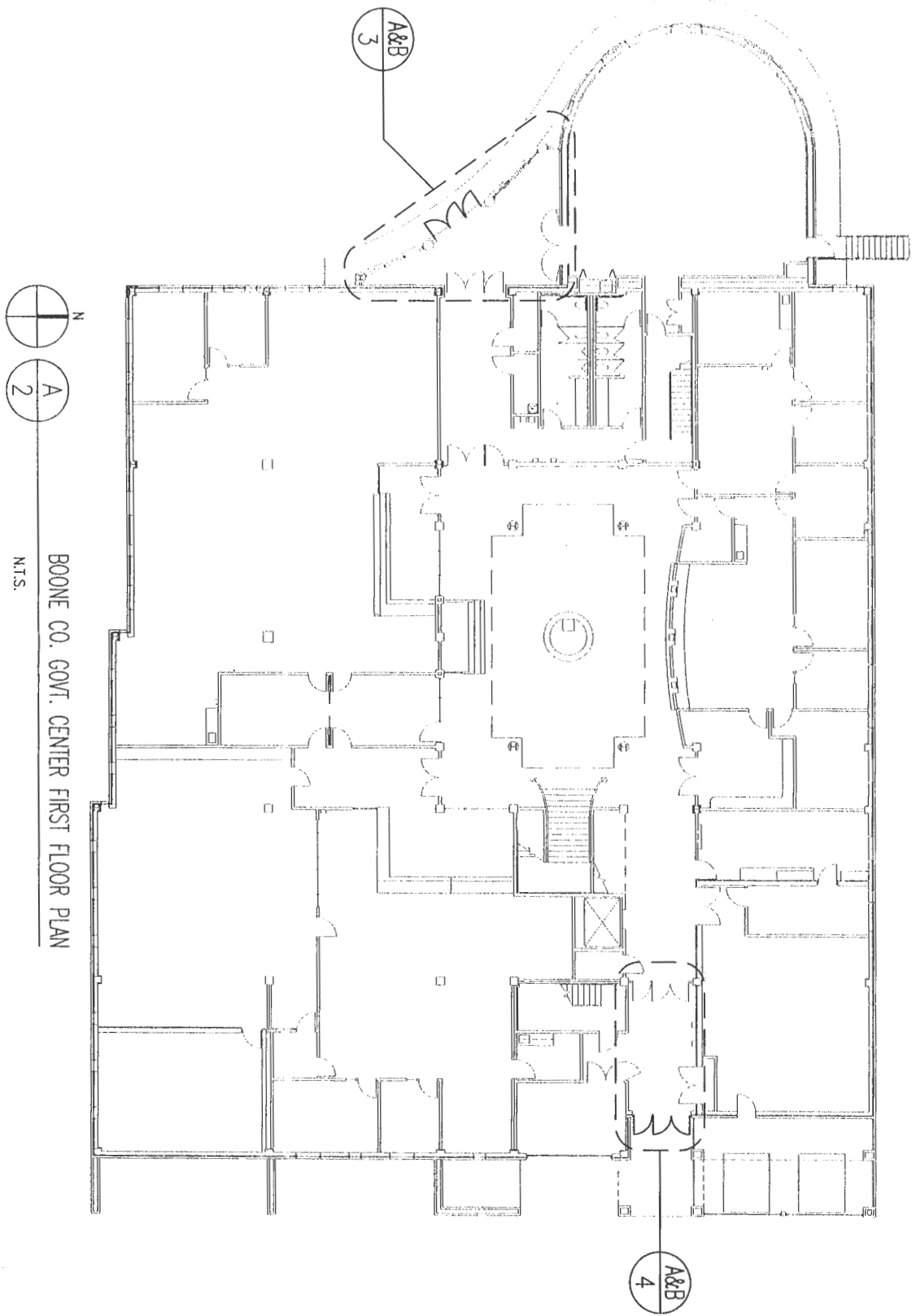
Professional Engineer
Stuart Simmons, P.E.
No. 00000000000000000000
Missouri State Board of Professional Engineers
1000 North Main Street, Suite 1000
Columbia, Missouri 65201-1000
Phone: 661-1111 Fax: 661-1111
www.stuartsimmons.com



REPLACE EXTERIOR ENTRANCE DOORS for
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
801 E. WALNUT, COLUMBIA, MO 65201-7732



Date February 19, 2016
In Charge SSS
Drawn By SSS



BOONE CO. GOVT. CENTER FIRST FLOOR PLAN
N.T.S.

2
Date February 19, 2016
In Charge SSS
Drawn By SSS

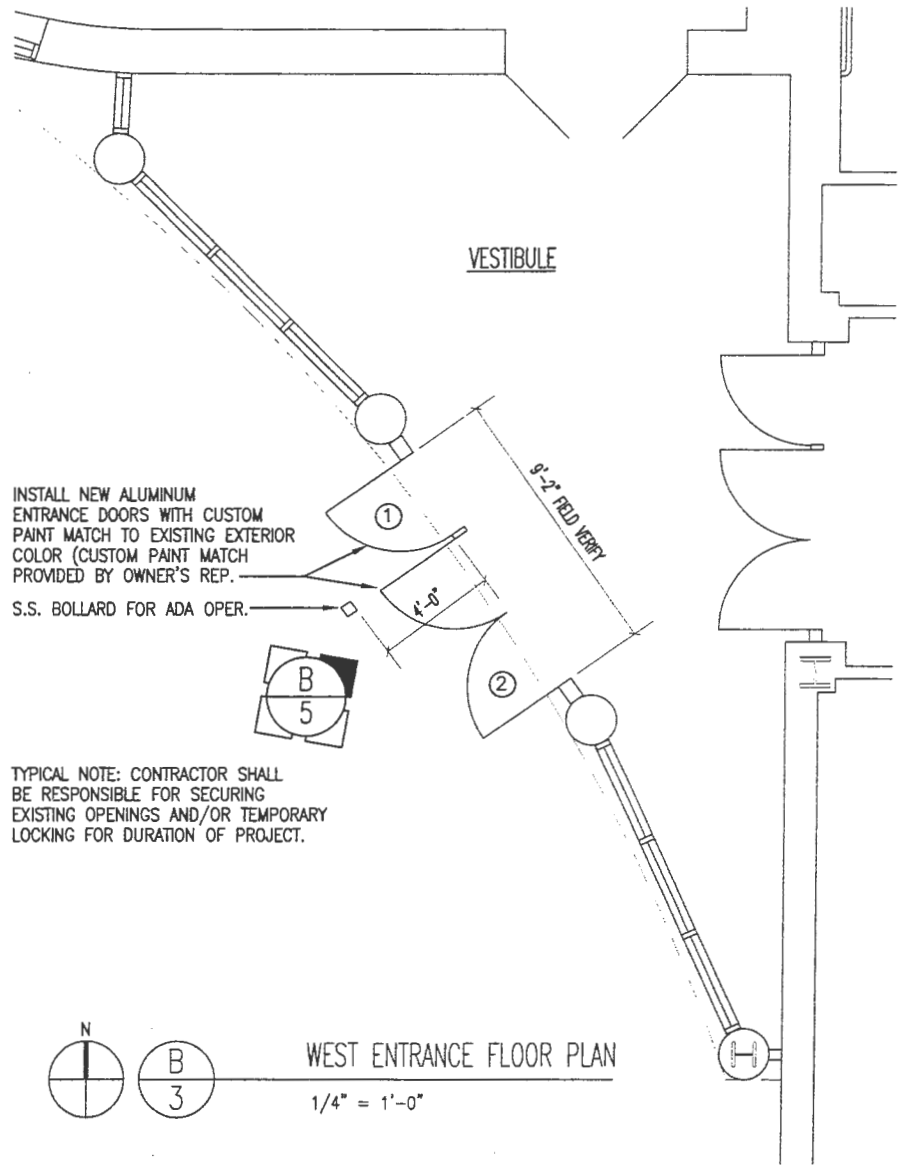
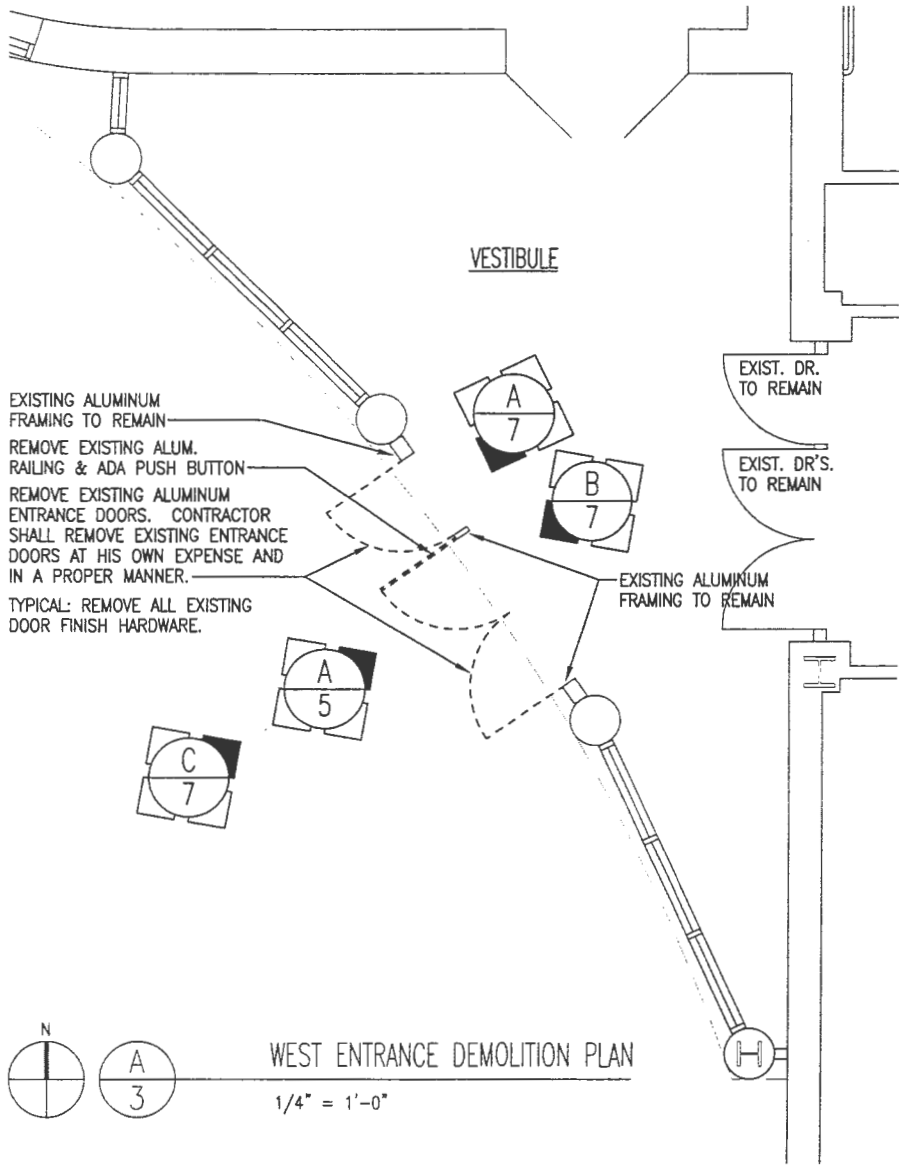


REPLACE EXTERIOR ENTRANCE DOORS for
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
801 E. WALNUT, COLUMBIA, MO 65201-7732



Group 1 Architects & P.C.
103 Highland Dr., Des Moines, IA 50319
515-281-0001 Fax 515-281-0011
www.group1architects.com

No.	Date	Revision



WEST ENTRANCE DEMOLITION PLAN
 1/4" = 1'-0"

WEST ENTRANCE FLOOR PLAN
 1/4" = 1'-0"

No.	Date	Revision

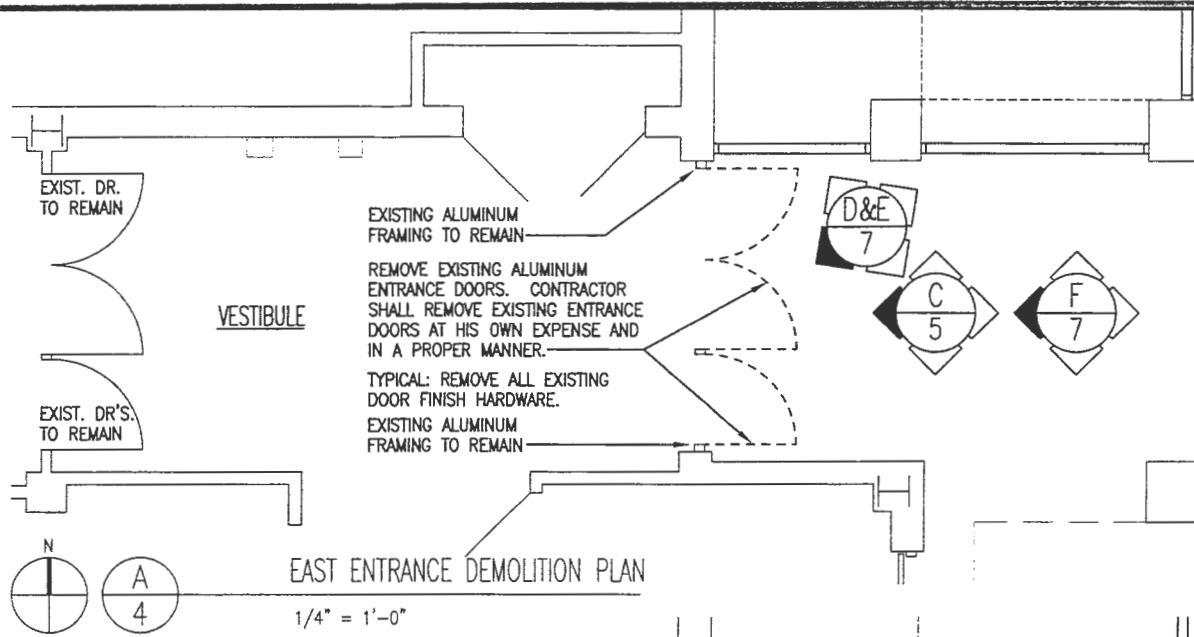
Project: **REPLACE EXTERIOR ENTRANCE DOORS FOR ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT**
 801 E. WALNUT, COLUMBIA, MO 65201-7732



REPLACE EXTERIOR ENTRANCE DOORS FOR ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
 801 E. WALNUT, COLUMBIA, MO 65201-7732

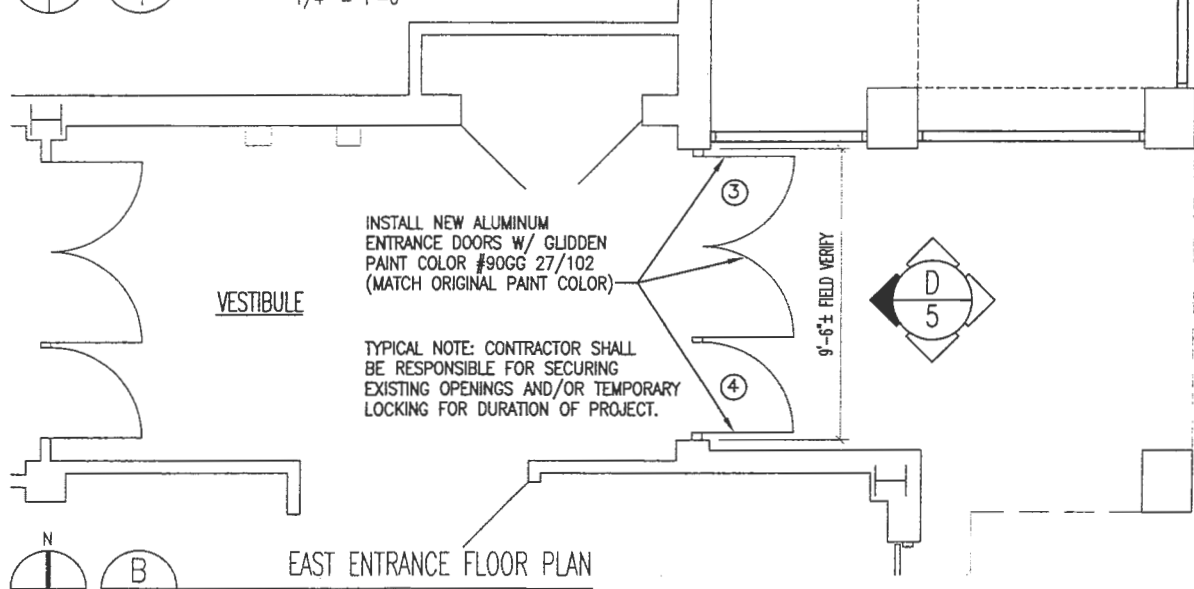


Date: February 19, 2016
 In Charge: SSS
 Drawn By: SSS



EAST ENTRANCE DEMOLITION PLAN

1/4" = 1'-0"



EAST ENTRANCE FLOOR PLAN

1/4" = 1'-0"

No.	Date	Revision

Engineering & Architecture
 1101 S. Parkway, Suite 100
 Columbia, MO 65201-7732
 Phone: (620) 732-1111
 Fax: (620) 732-1112

REPLACE EXTERIOR ENTRANCE DOORS for
 ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
 801 E. WALNUT, COLUMBIA, MO 65201-7732

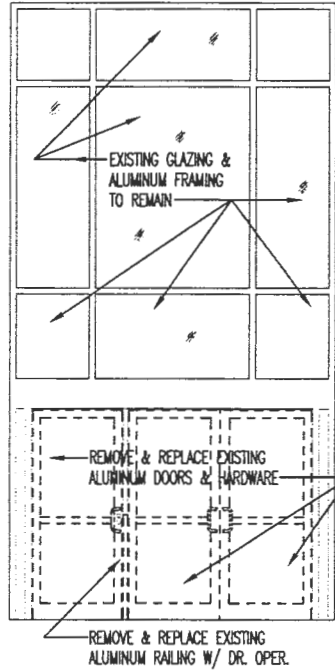


Date February 18, 2016
 In Charge SSS
 Drawn By SSS

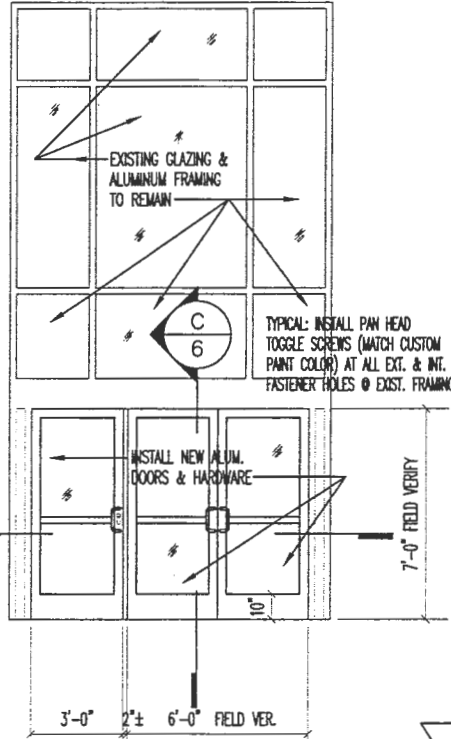
HARDWARE SCHEDULE

TYPICAL FINISH: US26D/626 UNLESS OTHERWISE NOTED

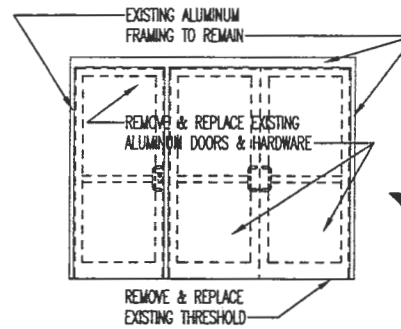
HARDWARE GROUP	A	B
DOOR OPENING NO'S.	1 & 4	2 & 3
DOOR MATERIAL	ALUMINUM MEDIUM STYLE	ALUMINUM MEDIUM STYLE
FRAME MATERIAL	EXISTING ALUMINUM	EXISTING ALUMINUM
ANSI FUNCTION	03	03
GRADE	GRADE 1, TYPE 1	GRADE 1, TYPE 1
EXIT DEVICE	VON DUPRIN C035A 388 x MES 8190-10*	VON DUPRIN LX35A 388 x MES 8190-10* 299 EPT-10 (2)
ELECTRIC STRIKE	FOLGER ADAMS 310-4S 120 630 LCBMA	-
CYLINDER	RIM - 3216	RIM - 3216 (2)
CLOSER	LCN 4040XP-3071-3049EDA-18TJ-72MC @ DR. NO. 4 ONLY	LCN 4040XP-3071-3049EDA-18TJ-72MC (2)
CLOSER POSITION	TOP JAMB (PUSH SIDE)	TOP JAMB (PUSH SIDE)
KEYED REMOVEABLE MULLION	-	KR4954 x 299 *
CONT. GEARED HINGE	PEMKO HS-HD *	PEMKO HS-HD (2) *
THRESHOLD	PEMKO 2705-AT	PEMKO 2705-AT
ADJ. WEATHERSTRIPPING	PEMKO 379CPK	PEMKO 379CPK
ASTRAGAL	-	PEMKO 355CS
HEAD PROTECTION	PEMKO 347A & 68AR	PEMKO 347A & 68AR
DOOR BOTTOM SWEEP	PEMKO 335ANB	PEMKO 335ANB (2)
ADA DOOR OPERATOR	STANLEY MAGIC FORCE L.E. W/ S.S. BOLLARD-DR. NO. 1 ONLY	-
KICKPLATES (2 PER LEAF)	H.L.B. MES 8400 x B4E x 8"x34" x US32D	H.L.B. MES 8400 x B4E x 8"x34" x US32D
COMMENTS:	* PAINT AT LOCAL AUTO BODY SHOP WITH PRIMER & TWO COATS KYMAR PAINT - CUSTOM MATCH COLOR	



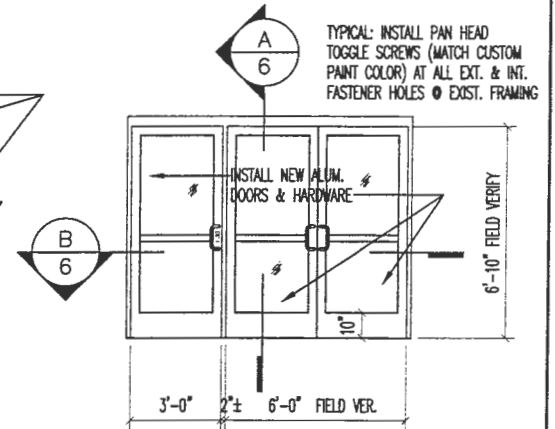
A
5 WEST ENTRANCE DEMO ELEV.
1/4" = 1'-0"



B
5 WEST ENTRANCE ELEVATION
1/4" = 1'-0"



C
5 EAST ENTRANCE DEMO ELEV.
1/4" = 1'-0"



D
5 EAST ENTRANCE ELEVATION
1/4" = 1'-0"

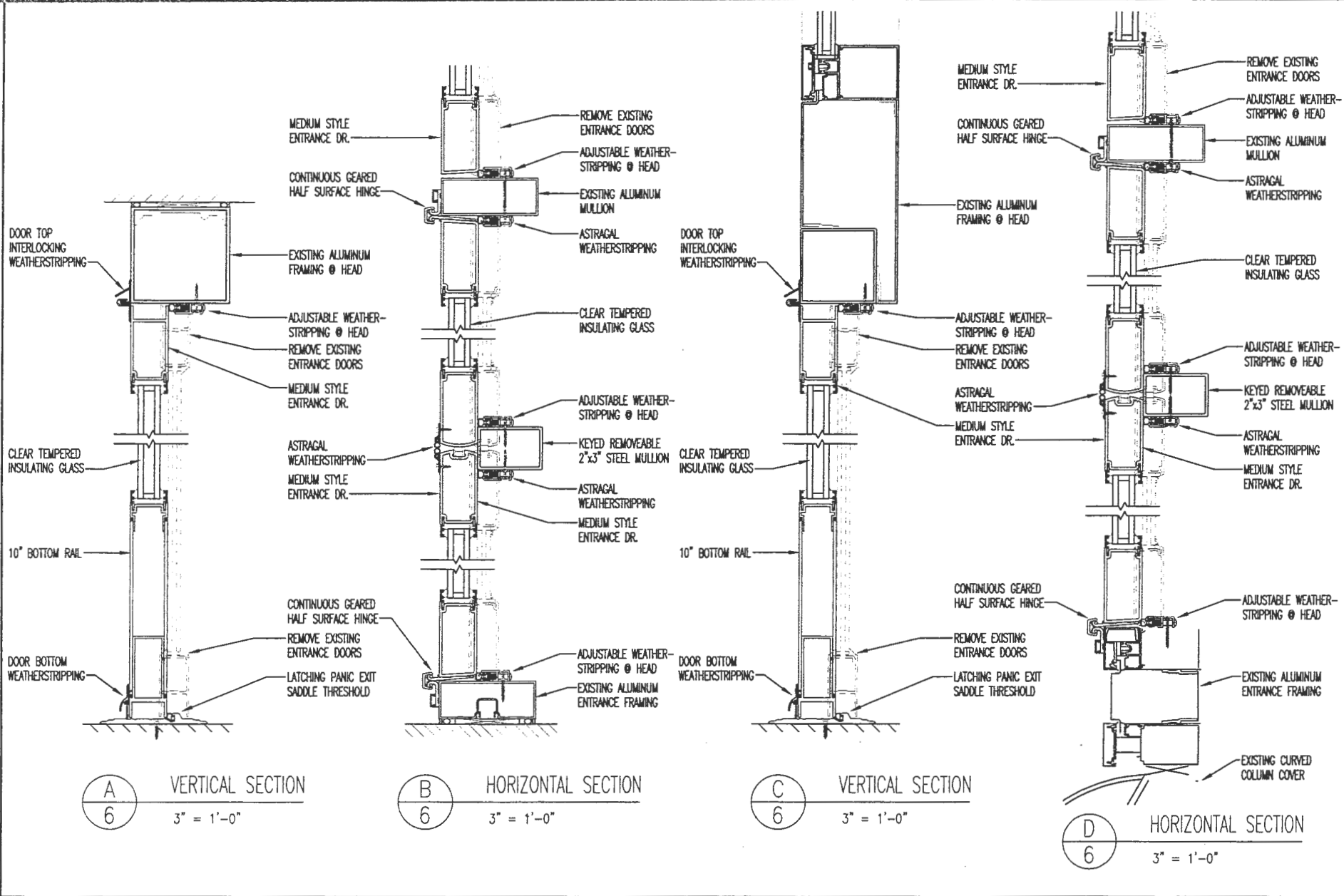
No.	Date	Revision

Project Information:
 Project Name:
 Project No.:
 Date:
 Drawn By:
 Checked By:
 Scale:
 Sheet No. of
 Total Sheets:

REPLACE EXTERIOR ENTRANCE DOORS FOR
 ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
 801 E. WALNUT, COLUMBIA, MO 65201-7732



Date February 18, 2018
 In Charge SSS
 Drawn By SSS



No.	Date	Revision

SSS ARCHITECTURE P.C.
1011 W. 11th St., Suite 100
Boone, MO 64601
816-882-1111

REPLACE EXTERIOR ENTRANCE DOORS for
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
801 E. WALNUT, COLUMBIA, MO 65201-7732



Date February 19, 2016
In Charge SSS
Drawn By SSS



A
7

WEST ENTRANCE PHOTO

N.T.S.



B
7

WEST ENTRANCE PHOTO

N.T.S.



C
7

WEST ENTRANCE PHOTO

N.T.S.



D
7

EAST ENTRANCE PHOTO

N.T.S.



E
7

EAST ENTRANCE PHOTO

N.T.S.



F
7

EAST ENTRANCE PHOTO

N.T.S.

No.	Date	Revision

Project: **REPLACE EXTERIOR ENTRANCE DOORS FOR ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT**
 Date: **February 19, 2016**
 In Charge: **SSS**
 Drawn By: **SSS**

REPLACE EXTERIOR ENTRANCE DOORS FOR ROGER B. WILSON BOONE COUNTY GOVERNMENT CENT
 801 E. WALNUT, COLUMBIA, MO 65201-7732



Date: **February 19, 2016**
 In Charge: **SSS**
 Drawn By: **SSS**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

April

20 16

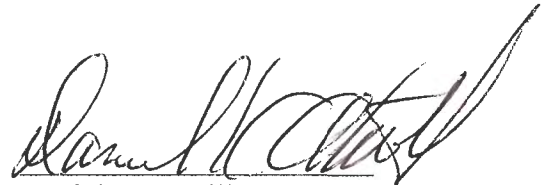
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Jose Luis Garay-Contreras in the amount of \$1,886.96, as recommended by the County Treasurer.

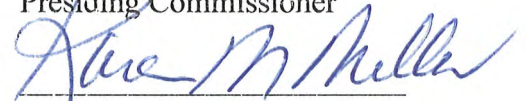
Done this 14th day of April, 2016

ATTEST:


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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Commission Order:

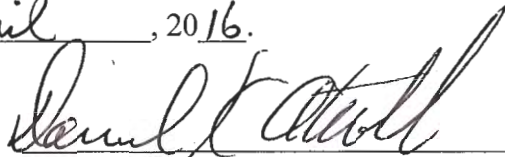
Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the **2015** tax sale surplus relating to **Parcel 17-107-00-02-058.00**.

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Jose Luis Garay-Contreras**. **Jose Luis Garay-Contreras**, has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 4028, Page 105, Boone County Records, and other supporting documentation are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

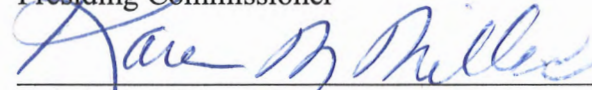
The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **Jose Luis Garay-Contreras** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$1,886.96**, and recommends that the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Jose Luis Garay-Contreras** in the amount of **\$1,886.96** via check payable to **Jose Luis Garay-Contreras** in that amount.

Done this 14th day of April, 2016.

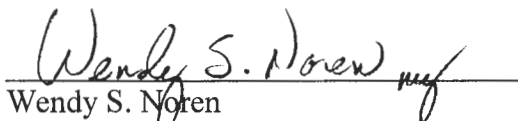


Daniel K. Atwill
Presiding Commissioner




Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Janet M. Thompson
District II Commissioner

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time 09/12/2012 at 05:02:37 PM
Instrument # 2012022614 Book 4028 Page 105
Grantor KENNA, TANYA DAWN
Grantee GARAY-CONTRERAS, JOSE LUIS

Instrument Type QTCL
Recording Fee \$30.00 S
No of Pages 3

Bettie Johnson
Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

(INFORMATION PROVIDED ON THIS DOCUMENT MUST BE TYPED OR PRINTED)

THIS INDENTURE, Made and entered into this 12 day of September A D Two Thousand and 12 by and between Tanya Dawn Kenna (Grantor),

of the County of Boone, in the State of Missouri, party or parties of the First Part, and

Jose Luis Garay-Contreras (Grantee),

(Grantee's mailings address) 2503 Willowbrook Ct Columbia, MD 65202

of Boone County, State of Missouri party or parties of the Second Part

WITNESSETH, That the said party or parties of the First Part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit

2503 Willowbrook Court
Columbia, MD 65202

See page 3

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name-or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred

IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

Tanya Garay-Contreras

Jose Luis Garay Contreras

(ALL SIGNATURES MUST HAVE THE NAME TYPED OR PRINTED UNDERNEATH)

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO SEP 12 2012

STATE OF MISSOURI)
COUNTY OF Boone) ss

On this 12 day of September, 2012 before me personally appeared Tanya D. Kenna
José L. Naray-Contreras to me known to be the person or persons described in and who executed
the foregoing instrument, and acknowledged that they executed the same as their free act and deed

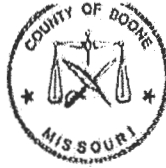
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal at my office in Landmark Bank, the day and year first
above written

My term expires Nov 14, 2015

(Seal)

Jacob M. Garrett
Notary Public

JACOB M. GARRETT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXPIRES NOV. 14, 2015
COMMISSION # 11287872



Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Garay-Contreras Jose Luis, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$1,886.96 resulting from the tax certificate sale conducted by the Boone County Collector on 08/24/15. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
• The Boone County Treasurer processes surplus claims without charge
• Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
• The claim may not be approved as submitted, and additional information might be requested

Property:
Parcel Number :17-107-00-02-058.00
Parcel Address: 2503 Willowbrook Ct.
Legal Description: L52 Nelwood SD as shown in Plat Book/Page 6/51

Current mailing address:

Street 2503 Willowbrook Ct.
Columbia Mo. 65202
City State Zip

Social Security Number:
Driver's License/State ID Number:
Daytime Telephone Number(s):

Signature

Date 2-19-16

State of Missouri
County of Boone

On this 19th day of Feb in the year 2016, before me, the undersigned notary public, personally appeared Garay-Contreras, Jose Luis, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Christina M Johnson
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).

Once paperwork is received and verified a check will be issued and mailed to address above.

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

CHRISTINA M. JOHNSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires February 12, 2018
Commission #14580100

Please call when check is ready.
573-385-8107

Property Information

Property Location (Situs Address)	2503 WILLOWBROOK CT
--	---------------------

Legal Description FB Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.	NELWOOD SD LOT 52	RECEIVED JUN 15 2015 BOONE COUNTY COLLECTOR

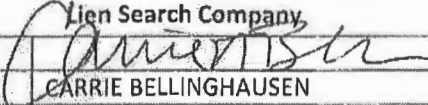
Vesting Deed

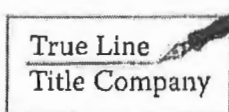
Name of Owner(s)	GARAY-CONTRERAS JOSE LUIS
Address	2503 WILLOWBROOK CT, COLUMBIA MO 65202-2501
Title Taken By	QUIT-CLAIM DEED - QUIT-CLAIM DEED
Date of Deed	09/12/2012 - 07/24/2007
Date Recorded	09/12/2012 - 07/25/2012
Book/Page	4028/105 - 3187/60
Address Correction	

Open Deed(s) of Trust

First Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

	Lien Search Company
Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/04/2016



True Line Title Company
110 E Ash Street
Columbia, MO 65203

Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

State Tax Liens	DOCUMENT NO. 20081739
Date	12/05/2008
Address	PO Box 3800, Jefferson City, MO 65105

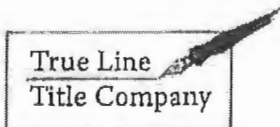
Mechanics Liens	
Date	
Address	

Judgments	ASSET ACCEPTANCE LLC
Date	07/17/2009
Address	1000 CAMERA AVE, STE A, SAINT LOUIS, MO 63126
Case #	09BA-CV02825-01

Judgments	MIDLAND FUNDING LLC
Date	07/06/2010
Address	9300 DIELMANN INDUSTRIAL DRIVE
Case #	10BA-CV02245-01

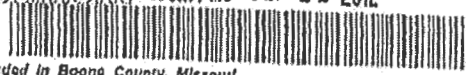
Judgments	443-STOP.COM LLC
Date	12/03/2007
Address	2600 FORUM BLVD, STE A, COLUMBIA, MO 65203
Case #	07BA-CV05342-01

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	



Boone County, Missouri

Unofficial Document BOONE COUNTY MO SEP 12 2012



Recorded in Boone County, Missouri
Date and Time 07/25/2007 at 10:11:05 AM
Instrument # 2007019093 Book 3187 Page 60
Grantor BRICKNER, MILDRED TRUSTEE
Garlee KENNA, TANYA

Instrument Type QTCL
Recording Fee \$27 00 \$
No of Pages 2

Battle Johnson
Battle Johnson, Recorder of Deeds



QUITCLAIM DEED

THIS INDENTURE, effective as of the th24 day of July, 2007, by and between Mildred Brickner, Trustee of the Mildred K. Brickner Trust, of 2503 North Willowbrook Court, Columbia, Boone County, Missouri, party of the first part, and, Tanya Kenna of 4310 Brunswick Drive, Columbia, Boone County, Missouri, party of the second part.

65202

WITNESSETH, that the said party of the first part, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it paid by the said party of the second part, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situated in the County of Boone, and State of Missouri to-wit:

A tract of land located at lot Fifty-Two (52) of Nelwood Subdivision of a part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Five (5), Township Forty-Eight (48) North Range Twelve (12) West. This tract of land is more commonly known as 2503 Willowbrook Court in Columbia, Boone County, Missouri.

Together with the building and all improvements and machinery and equipment constructed or located thereon.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto her heirs and assigns forever; so that neither the said party of the first part nor its heirs or assigns, nor any other person or persons, for whom or in whose name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed as of the day and year first above written.

<http://www.ShowMeBoone.com>

iRecordWeb User Administration

User:
CARRIE@TRUELINETITLE.COM

Bettie Johnson
Boone County, Missouri - Recorder of Deeds

Logout
I:NA

Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument TLS - STATE TAX LIEN
Document No. 20081739
Book
Page
Recording Date 12/5/2008 10:43:34 AM
Dated date 12/2/2008

Referenced By This Document (0)

References To This Document (0)

Referenced Amount \$440.07

Grantor(s) (1)

KENNA, TANYA DAWN

Grantee(s) (1)

MISSOURI STATE OF

Grantee's Address

TAXPAYER ADDRESS
019 BOONE

Legal Description(s) (0)



Recorded in Boone County, Missouri
 Date and Time: 08/26/2015 at 04:19:10 PM
 Instrument #: 2015018447 Book: 4489 Page: 95

Instrument Type: CERT
 Recording Fee: \$27.00 S
 No. of Pages: 2

Nora Dietzel
 Nora Dietzel, Recorder of Deeds



TAX SALE CERTIFICATE OF PURCHASE

For Indexing Purposes:
 Grantor(s): Brian McCollum, Boone County Collector of Revenue and Jose Luis Garay-Contreras
 Grantee(s): Johnathan Mark Stevenson

State of Missouri }
 County of Boone } ss

No: 2015-14

Now, on this 26th day of August, 2015, I, Brian McCollum, Collector of Revenue in and for Boone County, Missouri, do hereby certify that Johnathan Mark Stevenson of 1122 Old Hwy 63 S, Columbia MO 65201, on the day hereinafter set forth, between the hours of 10:00 A.M. and 4:00 P.M. of the respective day, purchase at public auction, at the Boone County Courthouse in Columbia, Missouri, the lands and town lots below described, situated in the said County of Boone for the taxes, interest, penalties and costs due and unpaid thereon for the years listed below, and paid as purchase money on each tract or lot the total amount of taxes, interest, penalties and costs thereon as stated herein below the description of each tract or lot.

<u>Date of Sale</u>	<u>Owner or To Whom Assessed</u>	<u>Purchaser</u>
August 24, 2015	Garay-Contreras Jose Luis 2503 Willowbrook Ct Columbia MO 65202-2501	Johnathan Mark Stevenson 1122 Old Hwy 63 S Columbia MO 65201

Description: Parcel # 17-107-00-02-058.00 Sec 5 T48 R12 Parcel Address 2503 Willowbrook Ct

L52 Nelwood SD as shown in Plat Book/Page 6/51

Year Delinquent/Assessed Value: 2013/ \$ 16,207 2014/ \$ 16,207

TAX SALE COSTS						
	2013R043418	2014R043557				
Tax Amount	\$ 1,083.70	\$ 1,093.91	\$	\$	\$	\$
Penalty	\$ 368.39	\$ 175.04	\$	\$	\$	\$
Fees	\$ 114.81	\$ 88.84	\$	\$	\$	\$
Clerk Fee	\$.25	\$.25	\$	\$	\$	\$
Ret Check Fee	\$.00	\$	\$	\$	\$	\$
Lien Search	\$ 48.85	\$	\$	\$	\$	\$
Surveyor Fee	\$.00	\$	\$	\$	\$	\$
Postage	\$ 49.00	\$	\$	\$	\$	\$
Advertising	\$ 63.00	\$	\$	\$	\$	\$
Recording Fee	\$ 27.00	\$	\$	\$	\$	\$
Prior Payments	\$	\$	\$	\$	\$	\$
Total	\$ 1,755.00	\$ 1,358.04	\$	\$	\$	\$
Total Due \$ 3,113.04		Bid Amount \$ 5,000.00		Surplus \$ 1,886.96		
(To bear interest at 10% rate per annum).						

COPY

I, Brian McCollum, Collector of Revenue, in and for Boone County, Missouri, hereby certify the above to be the true amount due against said land above described as the same appears upon the records. I further certify I received the 24th day of August, 2015, from Johnathan Mark Stevenson, the sum of \$5,000.00, the amount of purchase money on the above tract or lot of land. At any time after the expiration of one year from the date of this sale the above-named purchaser, his/her heirs or assigns, will upon application and compliance with the provisions of law pertaining thereto, be entitled to a deed of conveyance for any real estate herein described, which shall not have been redeemed, provided, that on the failure of the holder of this certificate to take said deed, as entitled by law, and file the same of record within eighteen months from the date of such sale, then and in that event the amount due such purchaser shall cease to be a lien on such lands so purchased as herein provided.

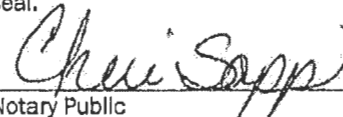
IN WITNESS WHEREOF, I hereunto set my name and affix my seal at my office in Columbia, Missouri, the 26th day of August, 2015.


Brian McCollum, Boone County Collector of Revenue



State of Missouri }
County of Boone } ss

On this 26th day of August in the year 2015, before me, the undersigned notary public, personally appeared Brian McCollum, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


Notary Public

CHERI SAPP
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires August 9, 2017
Commission # 13470388

ASSIGNMENT OF CERTIFICATE

Cannot be assigned to a non-resident or delinquent taxpayer, §140.410 RSMo., as amended.

State of Missouri }
County of Boone } ss

In consideration of the sum of _____ dollars to me paid by _____ of the County of _____ and State of Missouri, I, the within named _____ do hereby sell, assign, transfer and set over to the said _____, his/her heirs, executors, administrators and assigns the within certificate of purchase and all my right, title and interest in or to the real estate therein described, to have and to hold to the said _____, his/her heirs, executors, administrators and assigns, to his/her and their sole use, benefit and behoof forever.
This assignment has been executed by me on this _____ day of _____, 20____

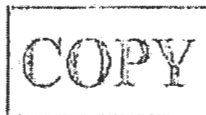
Signature

ACKNOWLEDGEMENT

State of Missouri }
County of Boone } ss

On this _____ day of _____, 20____, before me, a Notary Public within and for the County and State aforesaid, personally appeared _____ who acknowledged the foregoing instrument to be his/her free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this _____ day of _____, 20____.

Notary Public



MAINSCR
BOONE

Tax Excess Online Main Screen

TRCHRISTY 09:13:03
2/19/16

Record #: 727

Owner: GARAY-CONTRERAS JOSE LUIS

Purchaser: JOHNATHAN MARK STEVENSON

Date: 8/24/2015

Sale Amount:	5,000.00	Tax & Cost Amount:	3,113.04
Special Assmt:	.00	Over Amount:	1,886.96
Receipt #:	2776	or Journal Entry #:	

Paid Date:

Paid Amount: .00

Check Number: or Journal Entry #:

Explanation:

F1=Add Record F2=Key Screen F3=Exit F4=Delete

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

April

20

16

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

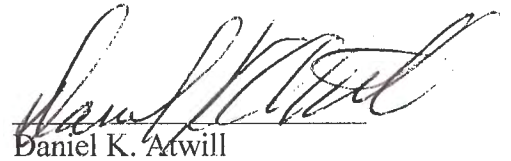
Now on this day the County Commission of the County of Boone does hereby approve the attached Tower Space Lease Agreement Boone County and Full Stream LLC.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Tower Space Lease Agreement.

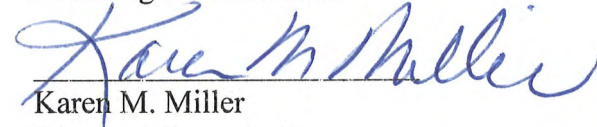
Done this 14th day of April, 2016.

ATTEST:

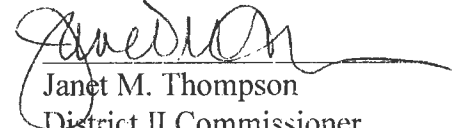
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

TOWER SPACE LEASE AGREEMENT

The parties, **Boone County, Missouri**, a political subdivision of the State of Missouri (Boone County), and **Full Stream, LLC**, a Missouri limited liability company, as Lessee, enter this Lease Agreement on this 14th day of April, 2016.

WHEREAS, pursuant to an agreement with Columbia Public Schools (CPS) approved in Boone County Commission Order 194-2015, Boone County owns a communications tower (Tower) situated on property at 7575 East Saint Charles Road, Columbia, Missouri 65202, which Boone County uses for emergency communications purposes; and

WHEREAS, as part of that agreement with Boone County, CPS may allow a third-party to install on the Tower communications equipment for CPS's own communications purposes, at zero rental charges to that third-party, so long as such installation and use of that equipment is coordinated with Boone County to ensure it does not interfere with Boone County's emergency communications; and

WHEREAS, such third-party communications provider must enter an agreement with Boone County for installation of that equipment and use of that tower that includes a reimbursement of utility expenses expected to be incurred;

NOW THEREFORE, in consideration of the above mentioned agreement between Boone County and CPS, and of the mutual covenants contained herein,

THE PARTIES AGREE AS FOLLOWS:

1. Tower. Boone County leases to the Lessee, upon the terms and conditions set forth herein, the non-exclusive use of Boone County's Tower situated on property at 7575 East St. Charles Road, Columbia, Missouri 65202, and also grants to Lessee use of its non-exclusive easement for reasonable access thereto and for adequate utility services (the Tower). The Site includes the Tower, the shelter, and the immediately surrounding area.

2. Initial Term and Extension. The Term of this Lease Agreement will be for five (5) years commencing on the date of execution of this Agreement; provided, however, that this Agreement will terminate on the effective date of the termination of the contractual arrangements between Lessee and CPS for Lessee's provision of certain internet services to CPS (currently the CPS Internet@Home service, or its successor), or at Boone County's option as set forth below. This Agreement will be automatically extended for an additional five (5), one-year terms unless the Agreement is otherwise terminated as provided for herein.

3. Rental. In consideration of the above-mentioned agreement between CPS and Boone County regarding the construction, ownership, and use of this tower, Lessee's compliance with this agreement will be the Lessee's only rental obligation to Boone County.

4. Other payments. Lessee shall pay Boone County Ten Dollars (\$10.00) each month as its estimated electricity charges, payable on the first of each month.

5. Use. Lessee will have the right, at its sole cost and expense, to install, operate, and maintain, in accordance with good engineering practices and with all applicable FCC rules and regulations:

1. Boone County-approved communications equipment on the Tower; and
2. Equipment housed in one four-post 7' rack in Boone County's on-site equipment shelter.

6. Non-exclusive use. Lessee's use is non-exclusive, and Boone County specifically reserves the right to allow the Tower to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Tower.

7. Access. Lessee will have access to the Tower in order to install, operate, and maintain its Antenna Facilities only with Boone County's prior approval. Lessee will request access to the Tower twenty-four (24) hours in advance, except in an emergency, and Boone County's approval thereof will not be unreasonably withheld or delayed. If it is necessary for Lessee to have access to the Tower at some time other than the normal working hours of Boone County, Boone County may charge Lessee for whatever expense, including employees' wages, that Boone County may incur in providing such access to Lessee.

8. Government Regulation. Lessee will at all times comply with requirements set forth by governmental entities or regulating bodies regarding the operation of the Communication Facility, including requirements of the FAA and FCC regarding tower ownership and radio operation.

9. Prior Approval of Installation. Lessee's installation of all such allowed communications equipment will be done according to written plans approved by Boone County prior to Lessee's commencement of such installation. Boone County will have 30 days after Lessee provides Boone County with such plans to either approve or deny those plans. In the event of a denial, Boone County will collaborate with Lessee on what changes may lead to an acceptable installation on the Tower.

10. Repair of Damage. Lessee will, at Lessee's expense immediately after notification of such damage, repair any damage to the Tower or other Boone County property resulting from such installation or operations.

11. Lessee Interference. Lessee will not interfere with Boone County's use of the Tower nor with its emergency communications. At Boone County's sole discretion, if it finds at any time that there is a potential for any interference whatsoever with its use of its Tower or with its emergency communications that cannot be reasonably remedied, Boone County may terminate this Lease immediately and Lessee will immediately cease its use of its equipment. In the event of such a termination, Lessee will remove all of its equipment from the Tower within thirty (30) days, with no further damage to the Tower or to Boone County's emergency communications.

12. Termination. Either party may terminate this Lease upon thirty days written

notice to the other party. Upon that termination Lessee will immediately cease its use of, and remove all of its equipment from, the Tower with no damage to the Tower or to Boone County's emergency communications.

13. Time of Installation. Lessee will install its equipment at the Site on dates and at times and within time frames approved by Boone County in writing, and will not interrupt or interfere with Boone County's emergency communications system or equipment.

14. Right to approve Lessee's employees.

a. Lessee will:

i. allow only duly authorized and qualified personnel to perform any work at the Site, and,

ii. see that all work performed on that Site be done in a quality workmanship like manner, and,

iii. see that upon completion of any installations, repairs, or other work performed on the Site, that the area be left in a neat and orderly fashion.

iv. see that any personnel conducting any work at the Site will be properly licensed and insured, with Lessee to provide verification of same at Boone County's request.

b. Boone County will have the right to approve any person performing any work on the Site, and may reject, for any lawful, non-discriminatory reason, any such person.

c. In compliance with CPS's requirements for vendors accessing school grounds, before starting any such work Lessee will furnish to Boone County the name of any persons who will be performing any work on the Site and will verify to Boone County:

i. each such person's qualifications to perform that work in the Site, and,

ii. that all such persons have passed a CPS criminal history background check.

15. Insurance. Lessee will maintain in full force during the Term of this Agreement, and will cause all contractors or subcontractors working on or about the Tower, prior to the commencement of any such work on behalf of Lessee, to maintain the following insurance:

a. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal, and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

b. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which will not be less than \$1,000,000.00 per occurrence.

- c. An umbrella policy of not less than Three Million Dollars (\$3,000,000.00).

This insurance will provide that Boone County will receive not less than 30 days written notice prior to any cancellation of or material change in coverage.

This insurance will:

- a. contain a waiver of subrogation against Boone County,
- b. name Boone County as additional insured and loss payee,
- c. be primary over any insurance coverage in favor of Boone County, and,
- d. contain a standard cross-liability endorsement.

Lessee will, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Lessee. Lessee acknowledges that Boone County is not responsible for insuring against the loss of Lessee's equipment improvements.

16. Indemnification. Lessee will hold Boone County harmless from and indemnify Boone County against any and all liability, damage, loss, and expense arising or resulting from the acts or omissions of or caused by Lessee or Lessee's employees, servants, contractors, and agents upon or about the Site or arising out of or related to the use and occupancy of the Site, including but not limited to injuries to person or property. This indemnification clause specifically includes reasonable attorney's fees incurred by the Boone County, and Lessee will reimburse Boone County for attorney's fees as incurred and not only at the termination of the litigation or other dispute necessitating the retention of attorney by Boone County.

17. Mechanic's Liens. Lessee will keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to its use of the tower or the site, and for a one hundred twenty (120) day period after that use and the removal of Lessee's equipment ends. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Lessee's use of the tower or site, then Lessee will cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Lessee fails to bond or discharge the lien within such twenty (20) day period, Boone County, in addition to any other rights or remedies available at law or equity, will have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Boone County in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys fees and costs, will be immediately due and payable by Lessee upon demand from Boone County and Lessee agrees to indemnify and hold Boone County harmless from all such amounts.

18. Notice of Termination. The parties will give Notice of Termination in writing by certified mail, return receipt requested. Such Notice will be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. Notices to Boone County shall be directed to Joint Communications Director, 2145 E. County Drive, Columbia, Missouri 65202, with a copy to Boone County Counselor, 801 E. Walnut, Ste. 211, Columbia, Missouri 65201. Notices to Lessee shall be directed to Full Stream, LLC, c/o Kent Froeschle, 700 Fay Street, Columbia, Missouri 65201.

19. Assignment. This Lease may not be sold, assigned, or transferred by Lessee

without Boone County's written consent.

20. Binding Agreement. The provisions of this Lease will bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors, and assigns.

21. Entire Agreement. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.

22. Amendment. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

23. Waiver. No waiver of any provision hereof will be deemed a waiver of any other provision or of any prior or subsequent breach of any provision hereof.

24. Severability. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability will not be construed to affect any other provision of this Lease, and the remaining provision will be enforceable in accordance with their terms.

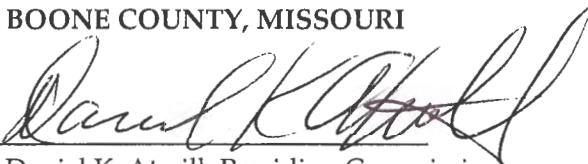
25. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Missouri.

26. Time of the Essence. Time is of the essence of this agreement.

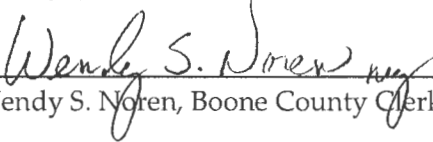
SO AGREED.

[SIGNATURES FOLLOW ON NEXT PAGES]


BOONE COUNTY, MISSOURI

By: 
Daniel K. Atwill, Presiding Commissioner

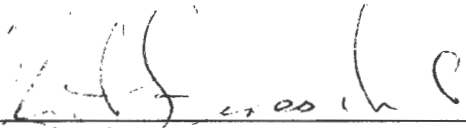
ATTEST:


Wendy S. Noren, Boone County Clerk

Approved as to legal form:


C.J. Dykhouse, Boone County Counselor

FULL STREAM, LLC.

By: 
KENT FROESCHUE

Title: CEO

Date: 4-11-2016

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

April

20 16

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Resolution relating to the Property Assessment Clean Energy Act (PACE), and although Boone County remains committed to energy efficiency, for the reasons stated therein Boone County declines to participate in the PACE program.

Done this 14th day of April, 2016

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

WHEREAS, the Boone County Commission has been approached by several different groups of investors requesting that the Boone County Commission adopt a Commission Order that would make Boone County a participating municipality in the PACE program authorized pursuant to RSMo §§ 67.2800-67.2835; and

WHEREAS, the Boone County Commission is committed to energy efficiency in all respects and energy improvements, when those improvements do not have negative, unintended consequences on the real estate market in Boone County; and

WHEREAS, the lien created pursuant to the PACE statutes would create a super priority over existing Deeds of Trust on properties that participate in the program, thus creating potential defaults to existing lenders on the participating property; and

WHEREAS, the lien created pursuant to the PACE statutes would have to be cleared by payment in full before a title insurer could issue title insurance to a future buyer or lender without an exception for the PACE lien, creating uninsurable title for the current owner until the PACE loan is paid in full and thereby impacting the owner's ability to sell a property encumbered by a PACE lien; and

WHEREAS, Boone County has historically never contracted out the County Collector's collection function to third-parties for any collection of an item that is akin to the state lien for taxes (as has been requested in connection with various proposals for PACE financing), as the Boone County Collector has the ability to collect all ad valorem items that are given state tax lien priority which are collected in the same manner as real estate taxes, and this practice further allows for the resulting Collector's commission of one percent to be dedicated to the public's use and benefit; and

WHEREAS, truly economically viable energy efficiency projects can raise capital from traditional sources at competitive interest rates without creating potential negative consequences to the real estate market; and

WHEREAS, Boone County does not want to express a preference for this type of financing over the existing lending market that is well-represented in Boone County through various strong, traditional lending institutions that have a long-history of commitment to Boone County; and

WHEREAS, the Federal Housing Finance Agency (FHFA) has stated its opposition to PACE liens, and its statement issued on December 22, 2014, which is attached hereto and incorporated herein, is representative of FHFA's position, and the County Commission is concerned about any program that would adversely impact the availability of residential mortgage financing to Boone County residents. The FHFA in August, 2015, continues efforts to evaluate PACE financing and wishes to preserve FHA's lien priority over PACE liens, and the FHA has issued several suggested improvements to the PACE lien program;

NOW, THEREFORE, the County Commission of the County of Boone hereby resolves to decline the invitations from the various investor groups to make Boone County a participant in the PACE program until these concerns are adequately addressed by the General Assembly.



Statement

Statement of the Federal Housing Finance Agency on Certain Super-Priority Liens

FOR IMMEDIATE RELEASE

12/22/2014

Today, the Federal Housing Finance Agency (FHFA) is alerting homeowners, financial institutions, and state authorities of the agency's concerns with state-level actions that threaten the first-lien status of single-family loans owned or guaranteed by Fannie Mae and Freddie Mac. In particular, FHFA is concerned about state actions to create super-priority liens in two instances: 1) through certain energy retrofit financing programs structured as tax assessments and 2) through granting priority rights in foreclosure proceedings for homeowner associations. In issuing this statement, FHFA is acting in furtherance of its statutory obligations as regulator and conservator of Fannie Mae and Freddie Mac.

The existence of these super-priority liens increases the risk of losses to taxpayers. Fannie Mae and Freddie Mac, while operating in conservatorship, currently support the housing finance market by purchasing, guaranteeing, and securitizing single-family mortgages. One of the bedrock principles in this process is that the mortgages supported by Fannie Mae and Freddie Mac must remain in first-lien position, meaning that they have first priority in receiving the proceeds from selling a house in foreclosure. As a result, any lien from a loan added after origination should not be able to jump in line ahead of a Fannie Mae or Freddie Mac mortgage to collect the proceeds of the sale of a foreclosed property. However, as is detailed below, FHFA is concerned by some liens being advanced to "super-priority" status over Fannie Mae and Freddie Mac first-lien mortgages.

Energy Retrofit Financing Programs Structured as Tax Assessments

While FHFA fully supports energy retrofit financing programs to allow homeowners to improve energy efficiency, these programs must be structured to ensure protection of the core financing for the home and, therefore, cannot undermine the first-lien status of Fannie Mae and Freddie Mac mortgages. Some entities and

localities are advancing the argument that single-family energy retrofit financing programs that are structured to make loans through the homeowner's property tax assessment and require that borrowers repay their loans as part of their property tax bill should have priority over all other loans, including pre-existing Fannie Mae and Freddie Mac mortgages.¹ One such program is known as the Property Assessed Clean Energy (PACE) program, which often provides loans as first-liens and is offered in California and in some other states. Localities offering these PACE loans threaten to move existing Fannie Mae and Freddie Mac mortgages to a second-lien position and increase the risk of loss to the Enterprises and, by extension, to taxpayers.

In issuing this statement, FHFA wants to make clear to homeowners, lenders, other financial institutions, state officials, and the public that Fannie Mae and Freddie Mac's policies prohibit the purchase of a mortgage where the property has a first-lien PACE loan attached to it. This restriction has two potential implications for borrowers. First, a homeowner with a first-lien PACE loan cannot refinance their existing mortgage with a Fannie Mae or Freddie Mac mortgage. Second, anyone wanting to buy a home that already has a first-lien PACE loan cannot use a Fannie Mae or Freddie Mac loan for the purchase. These restrictions may reduce the marketability of the house or require the homeowner to pay off the PACE loan before selling the house.

FHFA believes it is important for states and municipalities to understand these restrictions before continuing to offer the programs. Additionally, FHFA believes that borrowers should fully understand these restrictions prior to taking out a first-lien PACE loan.

In addition to aggressive enforcement of these existing policies, FHFA is continuing to explore other possible remedies and legal actions to protect the Enterprises' lien position in response to first-lien PACE programs.

Homeowner Association Priority Status

FHFA is aware that, in certain jurisdictions, liens for unpaid homeowner association ("HOA") dues may be deemed to be senior to preexisting mortgage liens on a homeowner's property. As a result, on December 5, 2014, FHFA and Fannie Mae filed an action in federal court in Nevada, seeking a determination that a HOA's foreclosure sale is invalid and contrary to federal law to the extent that it purports to extinguish Fannie Mae's property rights. *Federal National Mortgage Association v. SFR Investments Pool 1, LLC*, No. 2:14-cv-02046 (D. Nev. December 5, 2014). FHFA has also intervened in *Saticoy Bay, LLC Series 1702 Empire Mine v. Federal National Mortgage Assoc.*, No. 2:14-cv-01975 (D. Nev.), seeking a declaration that a prior HOA foreclosure sale is invalid to the extent that it purports to extinguish Fannie Mae's property interests.

These FHFA actions are based on federal law which precludes involuntary extinguishment of liens held by Fannie Mae or Freddie Mac while they are operating in conservatorships and bars holders of other liens, including HOAs, from taking any action that would extinguish a Fannie Mae or Freddie Mac lien, security interest or other property interest. Specifically, Title 12 USC Section 4617(j)(3) states that "[no] property of the Agency shall be subject to levy, attachment, garnishment, foreclosure, or sale without the consent of the Agency, nor shall any involuntary lien attach to the property of the Agency." FHFA is authorized, as conservator, to bring this suit because Enterprise lien interests in collateral constitute property protected by this provision.

FHFA has an obligation to protect Fannie Mae's and Freddie Mac's rights, and will aggressively do so by bringing actions to void foreclosures that purport to extinguish Enterprise property interests in a manner that contravenes federal law.

1 PACE financing programs can be structured as secondary liens that stand behind the original mortgage and do not threaten the priority status of Enterprise loans.

###

The Federal Housing Finance Agency regulates Fannie Mae, Freddie Mac and the 12 Federal Home Loan Banks. These government- sponsored enterprises provide more than \$5.6 trillion in funding for the U.S. mortgage markets and financial institutions.

Contacts:

Stefanie Johnson (202) 649-3030 / Corinne Russell (202) 649-3032

© 2015 Federal Housing Finance Agency

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

April

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Missouri National Organization for Women (NOW) for June 12, 2016 from 10:30 a.m. to 5:30 p.m.

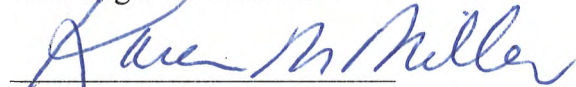
Done this 14th day of April, 2016.

ATTEST:

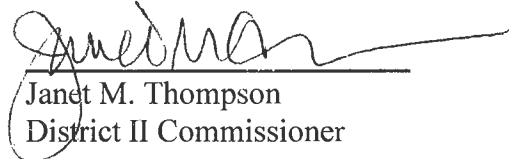
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Missouri National Organization for Women (NOW)

Address: 2401 W. Broadway Apt. 1120

City: Columbia State: MO ZIP Code 65203

Phone: 573-445-7144 Website: _____

Individual Requesting Use: Diane Meeker Position in Organization: President

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: State Council Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: Sunday, June 12, 2016

Start Time of Setup: 10:30 AM AM/PM Start Time of Event: 11:30 AM

End Time of Event: 5:00 PM AM/PM End Time of Cleanup: 5:30 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Diane Meeker, President

Phone Number: 573-445-7144 Date of Application: April 12, 2016

Email Address: columbiamonow@yahoo.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Nowen
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 4-14-16

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



ea.

April Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the 14th day of April 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and the Central Missouri Humane Society for Animal Shelter and Related Services at a cost of \$10,260 for calendar year 2016.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement For Animal Shelter and Related Services.

Done this 14th day of April, 2016.

ATTEST:

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

Handwritten signature of Daniel K. Atwill in black ink.

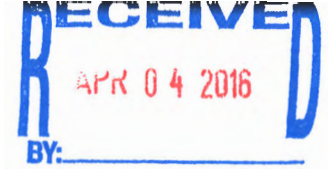
Daniel K. Atwill
Presiding Commissioner

Handwritten signature of Karen M. Miller in blue ink.

Karen M. Miller
District I Commissioner

Handwritten signature of Janet M. Thompson in black ink.

Janet M. Thompson
District II Commissioner



AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 14th day of April, 2016, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2016 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2016, through and including December 31, 2016.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

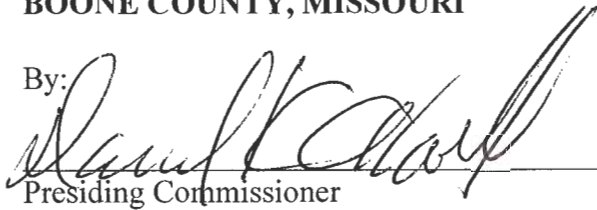
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

By:


Presiding Commissioner

Date: 4-14-16

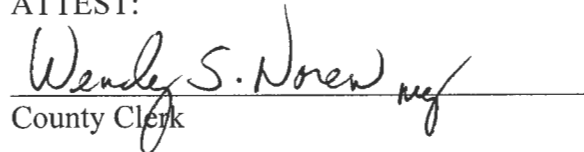
CENTRAL MISSOURI HUMANE SOCIETY

By:

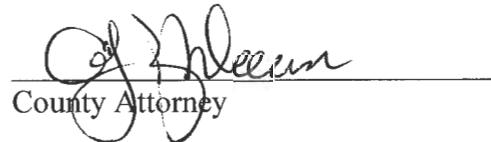

President, Board of Directors

Date: Mar 24, 16

ATTEST:

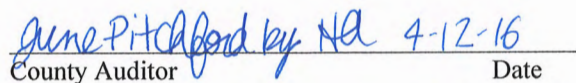

County Clerk

APPROVED AS TO FORM:


County Attorney

Boone County Auditor Certification:

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


County Auditor

4-12-16
Date
1430-86610

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

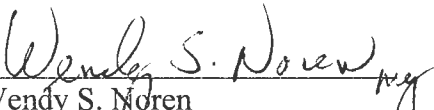
Term. 20 16

In the County Commission of said county, on the 14th day of April 20 16
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice for the March 2016 Office of Emergency Management expenses in the amount of \$5,861.67.

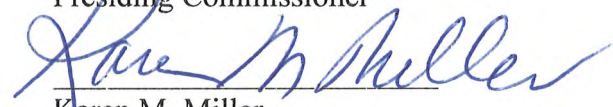
Done this 14th day of April, 2016

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

0104



Boone County Fire Protection District
2201 Interstate 70 Drive NW
Columbia, MO 65202
573-447-5000

Invoice

Date	Invoice #
4/11/2016	80

86670

Bill To
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

P.O. No.

Quantity	Description	Rate	Class	Project	Amount
1	March OEM Expenses	5,897.29	700 - Office of ...		5,897.29
1	December EMPG Grant - prorated Boone Electric bills differently than I did originally so we got additional money back than what I requested	-35.62	700 - Office of ...		-35.62

Misti Reynolds

Total	\$5,861.67
Payments/Credits	\$0.00
Balance Due	\$5,861.67

March Expenses for OEM

<u>Company</u>	<u>Expense Notes</u>	<u>County</u>	<u>Total Billed</u>
BCFPD	Warehouse & Radio Room Rent for Jan, Feb & March	926.25	926.25
BCFPD	03/10/16 payroll for Scott and Misti	2047.87	2047.87
Anthem Blue Cross	March's billing for Scott & Misti	216.96	216.96
Lagers	February's billing for Scott & Misti	658.34	658.34
BCFPD	03/24 payroll for Scott and Misti	2047.87	2047.87
<hr/>		5897.29	5897.29

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>
1100-70 · CASH - OEM					
General Journal	03/01/2016		OEM Warehouse Space & Radio Room for January, February & March 2016		926.25
General Journal	03/08/2016	VBlue Cross	March billing		216.96
General Journal	03/10/2016		Payroll		2,047.87
Payment	03/15/2016	CState Of Missouri		12,457.98	
Payment	03/17/2016	CBoone County Commission		10,331.32	
General Journal	03/23/2016		Payroll		2,047.87
General Journal	03/30/2016	VLAGERS	February		658.34
Total 1100-70 · CASH - OEM				22,789.30	5,897.29