

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to reflect the reimbursement expected from the City of Columbia for 2 joint overlay projects:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2041	3528	Pavement Preservation	Reimb Person/Projects (St Charles)		57,638.00
2041	71202	Pavement Preservation	Contractor Costs/City part St. Chls		57,638.00
2041	3528	Pavement Preservation	Reimb Person/Projects (Rock Quarry)		44,723.00
2041	71202	Pavement Preservation	Contractor Costs/City part Rk Qry		44,723.00

Done this 2nd day of April, 2012.

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

Absent
 Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

3/8/12

EFFECTIVE DATE

MAR - 9 2012

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2041	3528	Pavement Preservation	Reimb Person/Projects(St Charles)		57,638
2041	71202	Pavement Preservation	Contractor Costs/City part St Chls		57,638
2041	3528	Pavement Preservation	Reimb Person/Projects(Rock Quarry)		44,723
2041	71202	Pavement Preservation	Contractor Costs/City part Rk Qry		44,723
				-	204,722

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

This buget amendment reflects the reimbursement expected from the City of Columbia for 2 joint overlay projects. Showing the anticipated revenue & increasing available funds allows our department to accurately assess remaining available funds; and does not impact future budget year. An executed agreement included


Requesting Official

To: County Clerk's Office
Comm Order # 175-2012

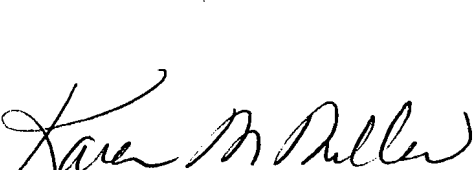
TO BE COMPLETED BY AUDITOR'S OFFICE

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

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

Agenda


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER

Absent
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

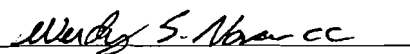
In the County Commission of said county, on the 1st day of March 20 12


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

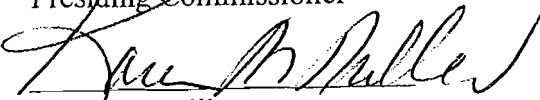
Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Columbia and Boone County, Missouri for 2012 pavement preservation projects. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 1st day of March, 2012.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

Introduced by McDavid

021224

First Reading 1-17-12

Second Reading 2-6-12

Ordinance No. 021224

Council Bill No. B 18-12

AN ORDINANCE

authorizing a road maintenance cooperative agreement with Boone County, Missouri relating to road maintenance along portions of St. Charles Road, Rock Quarry Road, Gans Road, Bearfield Road, Oakland Gravel Road, Old Miller's Road and Prathersville Road; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

RECEIVED
CITY CLERK'S OFFICE

SECTION 1. The City Manager is hereby authorized to execute a road maintenance cooperative agreement with Boone County, Missouri relating to road maintenance along portions of St. Charles Road, Rock Quarry Road, Gans Road, Bearfield Road, Oakland Gravel Road, Old Miller's Road and Prathersville Road. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 6th day of February, 2012.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

**BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE COOPERATIVE AGREEMENT**

2012 Pavement Preservation Projects

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "Boone County" and the City of Columbia, Missouri, a political subdivision of the State of Missouri, herein "City".

WHEREAS, County and City desire to cooperate with each other on the maintenance of certain roadways in which both County and City have certain maintenance obligations; and

WHEREAS, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

WHEREAS, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the preservation and maintenance of the impacted roadways.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to formalize the understanding between the parties regarding the sharing of costs associated with pavement preservation work to be done as part of the 2012 construction season.
2. **SHARED MAINTENANCE OBLIGATIONS:** Currently, Boone County is responsible for the maintenance of all of the roads referenced herein, as part of its road system, except that the City is responsible for a one half interest in maintenance responsibilities for those portions of the roads adjacent to property annexed into the City of Columbia. Said shared maintenance obligations are depicted in the Exhibits attached hereto and incorporated herein by reference.
3. **LOCATION:** The location of the 2012 Asphalt Overlay project is as follows: St. Charles Road to begin just west of Elderbrook Drive, and continue east approximately 2974 feet to Grace Lane. Rock Quarry Rd. to begin approximately 1,125 feet south of Zoe Lane, and continue south approximately 2,675 feet to

Gans Road. Gans Road to begin at Rock Quarry Road and continue east approximately 2,675 feet to Bearfield Road. Bearfield Road to begin approximately 190 feet south of Hollow Ridge Drive, and continue south approximately 7,104 feet to the end of pavement.

The locations of the 2012 Preservation Chip Seal projects are as follows:

Gans Road to begin at Bearfield Road and continue approximately east 2,525 feet to approximately 180 feet past Bradington Road. Oakland Gravel Road to begin at Teresa Drive and continue north and east approximately 3,625 feet to Alfalfa Drive. Old Millers Road to begin at the east right-of-way line of U.S. Highway 63 and continue east approximately 1,045 feet to Rolling Hills road. Prathersville Road to begin at the eat right-of-way line of Highway 763 and continue east approximately 3,835 feet to Lakeside Drive.

4. WORK CONTEMPLATED: Boone County will request bids for work to include but not limited to ditching, dig-out repairs, culvert replacements, driveway approach repairs, wedge/leveling course, asphalt overlay, and other associated preparatory work to complete the 2012 Asphalt Overlay Project.

Also, Boone County will perform, with its own forces, application of road oil, application of Osage River rock, Iron Mountain Trap Rock, or like aggregate, sweeping, and other associated preparatory work to complete the 2012 Preservation Chip Seal projects.

Additionally, the City will perform striping, as summarized below. The County's portion of the costs for the striping will be used to offset a portion of the City's costs incurred for the Asphalt Overlay and/or Preservation Chip Seal projects.

5. COST: The cost allocations for each bid item for the 2012 Overlay Project has been calculated based on the linear footage of shared responsibility versus the total length of the project, and are summarized below. The costs for the Preservation Chip Seal projects were calculated based on the surface area of pavement to be treated in areas of responsibility for each party and are summarized below.

2012 Asphalt Overlay Projects		
Road Name/Desc.	St. Charles Rd.	Rock Quarry Rd., Gans Rd., Bearfield Rd.
Project Length	2,974'	12,454'
Shared Length	2,254'	3,090'
City Only Length	225'	0'
County Only Length	495'	9,364'
Engineer's Estimate	\$ 126,677.00	\$ 360,674.00
County Responsibility	\$ 69,038.97 (54.5%)	\$ 315,950.42 (87.6%)
City Responsibility	\$ 57,638.03 (45.5%)	\$ 44,723.58(12.4%)

2012 Preservation Chip Seal Projects					
Road Name	Total Qty.	County Qty.	City Qty.	Unit Cost	City Cost
Gans Rd.	6,172 s.y.	3,086 s.y.	3,086 s.y.	\$ 2.07	\$ 6,388.02
Oakland Gravel Rd.	8,861 s.y.	7,217 s.y.	1,644 s.y.	\$ 2.07	\$ 3,403.08
Old Millers Rd.	1,552 s.y.	776 s.y.	776 s.y.	\$ 2.07	\$ 1,606.32
Prathersville Rd.	9,800 s.y.	6,734 s.y.	3,066 s.y.	\$ 2.07	\$ 6,346.62
Total					\$ 17,744.04

2012 Striping By City					
Road Name	Description	Total Length	County Length	Unit Cost	County Cost
St. Charles Rd.	Double Yellow	2,974'	1,621'	\$ 0.12/L.F. x 2 lines	\$ 389.04
	White Edge	2,974'	1,621'	\$ 0.12/L.F. x 2 lines	\$ 389.04
Rock Quarry, Gans, Bearfield	Double Yellow	12,454'	10,909'	\$ 0.12/L.F. x 2 lines	\$ 2,618.16
Gans Rd. (Chip Seal)	Double Yellow	2,525'	1,263'	\$ 0.12/L.F. x 2 lines	\$ 303.12
Oakland Gravel Rd. (Chip Seal and 2012 County Overlay)	Double Yellow	4,945'	4,272'	\$ 0.12/L.F. x 2 lines	\$ 1,025.28
Prathersville Rd.	Double Yellow	3,835'	2,635'	\$ 0.12/L.F. x 2 lines	\$ 632.40
	White Edge	3,835'	2,635'	\$ 0.12/L.F. x 2 lines	\$ 632.40
Total					\$ 5,989.44

2012 Cost Summary: \$ 102,361.61 Asphalt Overlay Projects
 \$ 17,744.04 Preservation Chip Seal Projects
 - \$ 5,989.44 County Portion of Striping Cost by City
Total \$ 114,116.21 + 10% Contingency = \$ 125,527.83

TOTAL COST TO CITY NOT TO EXCEED \$ 126,000.00

6. Method of Payment: Upon completion of the Asphalt Overlay Project, and after settling of all payment to the contractor, a final cost to the City for said projects will be calculated by the County, at the established percentage of responsibility of the final project cost.

The estimated costs of the Preservation Chip Seal projects, as listed above will be used in the request for payment. Final measurements will not be made, unless actual material use indicates significant difference from planned quantities. If a change in this amount is made, the County will indicate said change on payment request to City.

The estimated costs for the Striping by the City, as listed above, will be used in the request for payment. Final measurements will not be made, unless actual material use indicated significant difference from planned quantities. If a change in this amount is made, the City shall notify the County as soon as possible upon completion of the striping, so an accurate payment request can be made.

Upon calculation of these final costs, following completion of all work for the construction season, The County will request payment from the City which will include the costs for Asphalt Overlay and/or Preservation Chip Seal projects, less the costs to the County of the Striping by City. The City will reimburse the County for requested costs incurred, within thirty (30) days of presentation of request.

7. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties through their duly authorize representatives have executed this agreement effective as of the date of the last party and execute the same.


Executed by Boone County this 9th day of February, 2012

Executed by the City of Columbia this _____ day of _____, 2012.

CITY OF COLUMBIA

BOONE COUNTY


Mike Matthes, City Manager

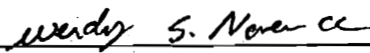

Stan Shawver, Director of Resource Management, Boone County


Daniel Atwill, Presiding Comm.

ATTEST:


Sheela Amin, City Clerk

ATTEST:


Wendy S. Noren, County Clerk

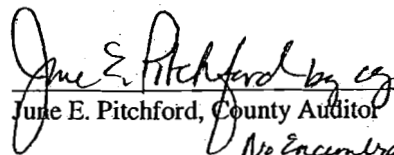
Director of Finance Certification:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged 110-6022-521.49.90 and that there is an unencumbered balance to the credit of such an appropriation sufficient to pay therefore.

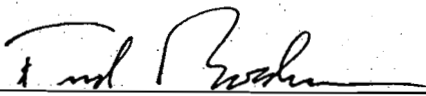
Boone County Auditor Certification:

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.)

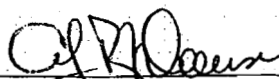

John Blattel, Director of Finance Date

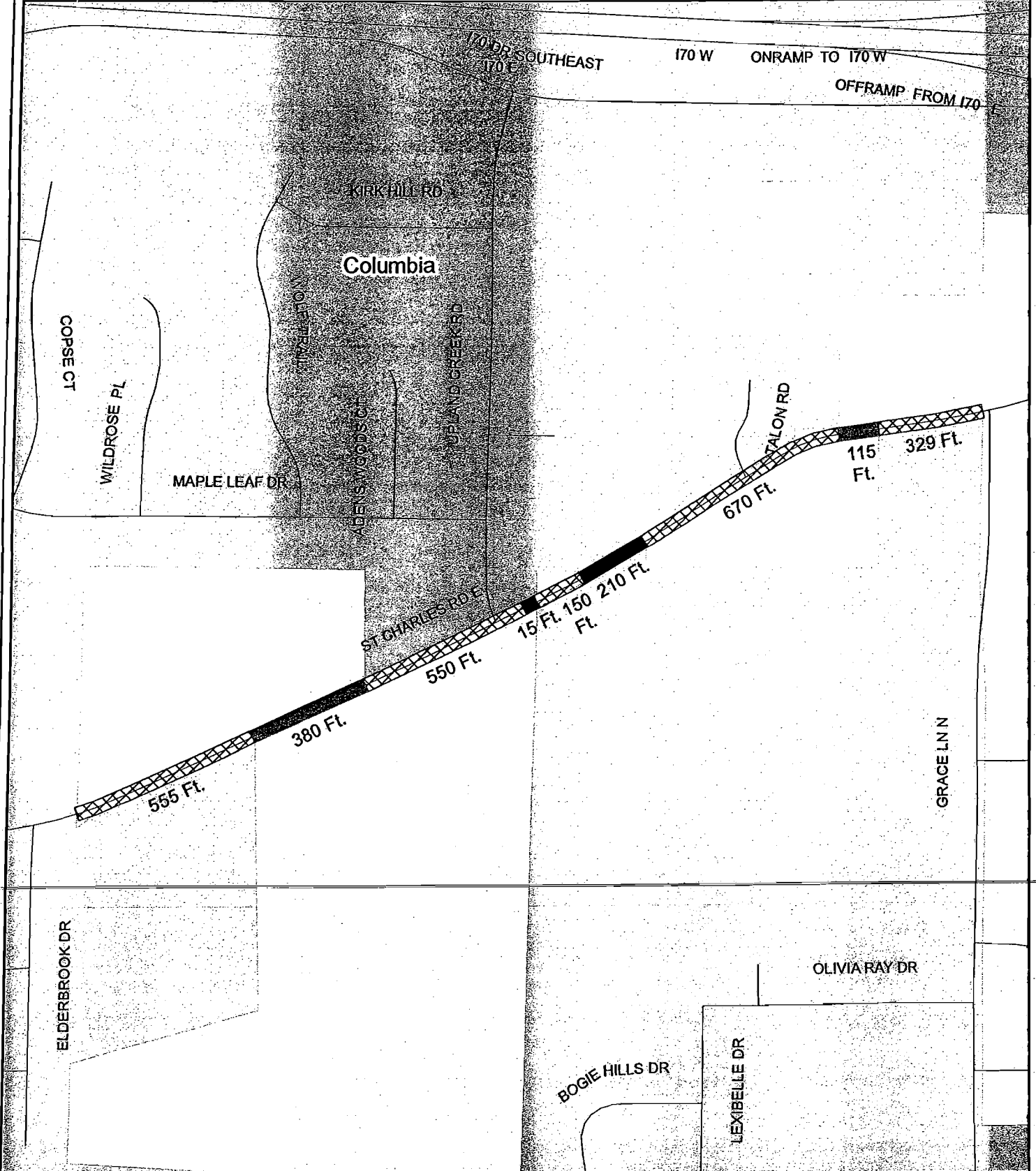
 2/24/12
June E. Pitchford, County Auditor Date
2046-3528
No Encumbrance Required

APPROVED AS TO FORM:


Fred Boeckmann, City Attorney



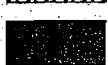

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor



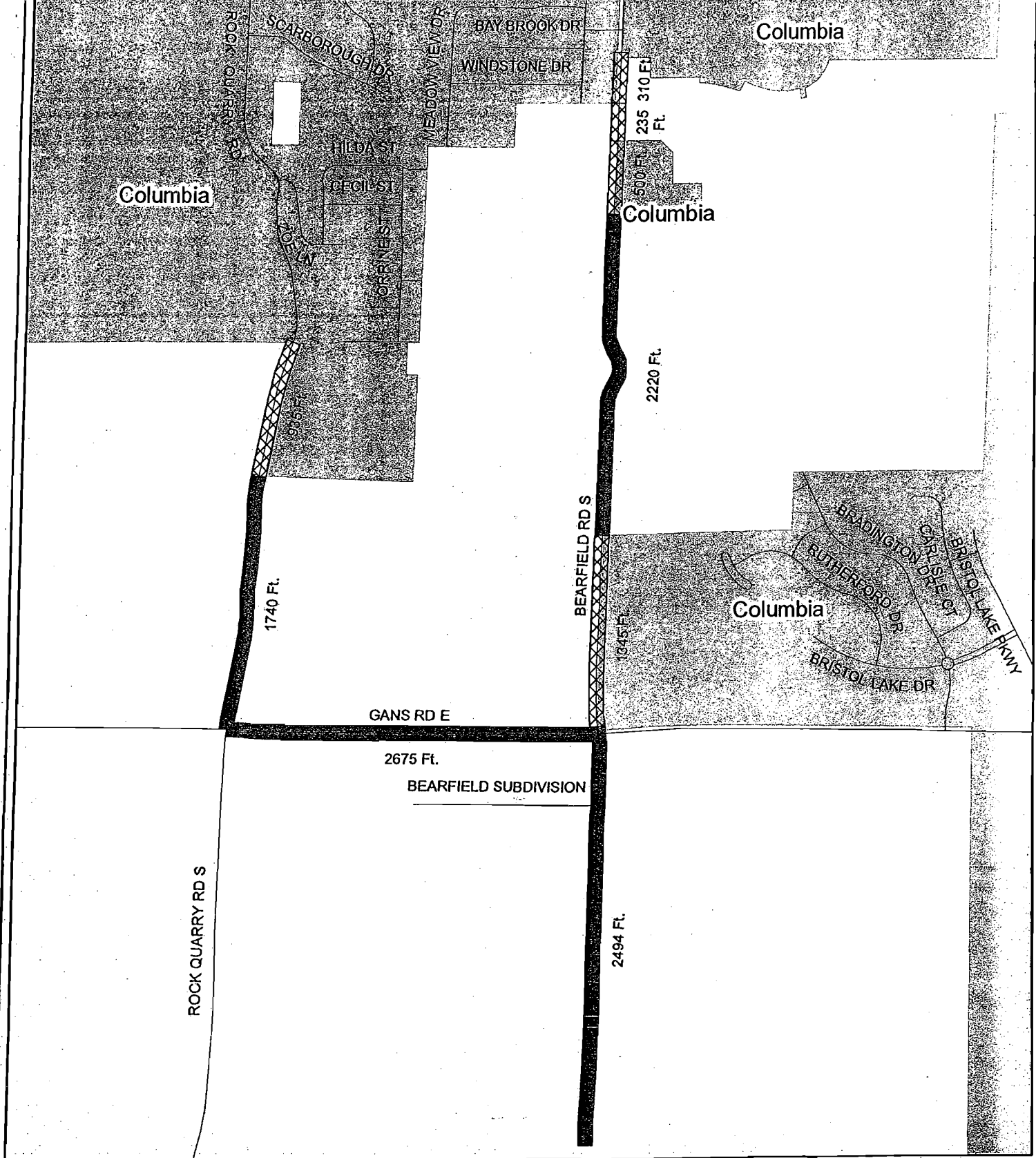
2012 Asphalt Overlay

City of Columbia
and
Boone County
ST CHARLES RD

-  City
-  City and County
-  County
-  City Limits







Date: 9/27/2011



2012 Asphalt Overlay

City of Columbia
and
Boone County

ROCK QUARRY RD, GANS RD, &
BEARFIELD RD

-  City
-  City and County
-  County
-  City Limits



Date: 9/27/2011

BEARFIELD RD S

GANS RD E

BEARFIELD RD S

Columbia

2525 FL

RUTHERFORD DR

WANDYAN DR

RUTHERFORD DR

BRISTOL LAKE DR

BRADINGTON DR

BRISTOL LAKE PKWY

BRADINGTON DR

2012 Preservation Chip Seal

City of Columbia
and
Boone County

GANS RD



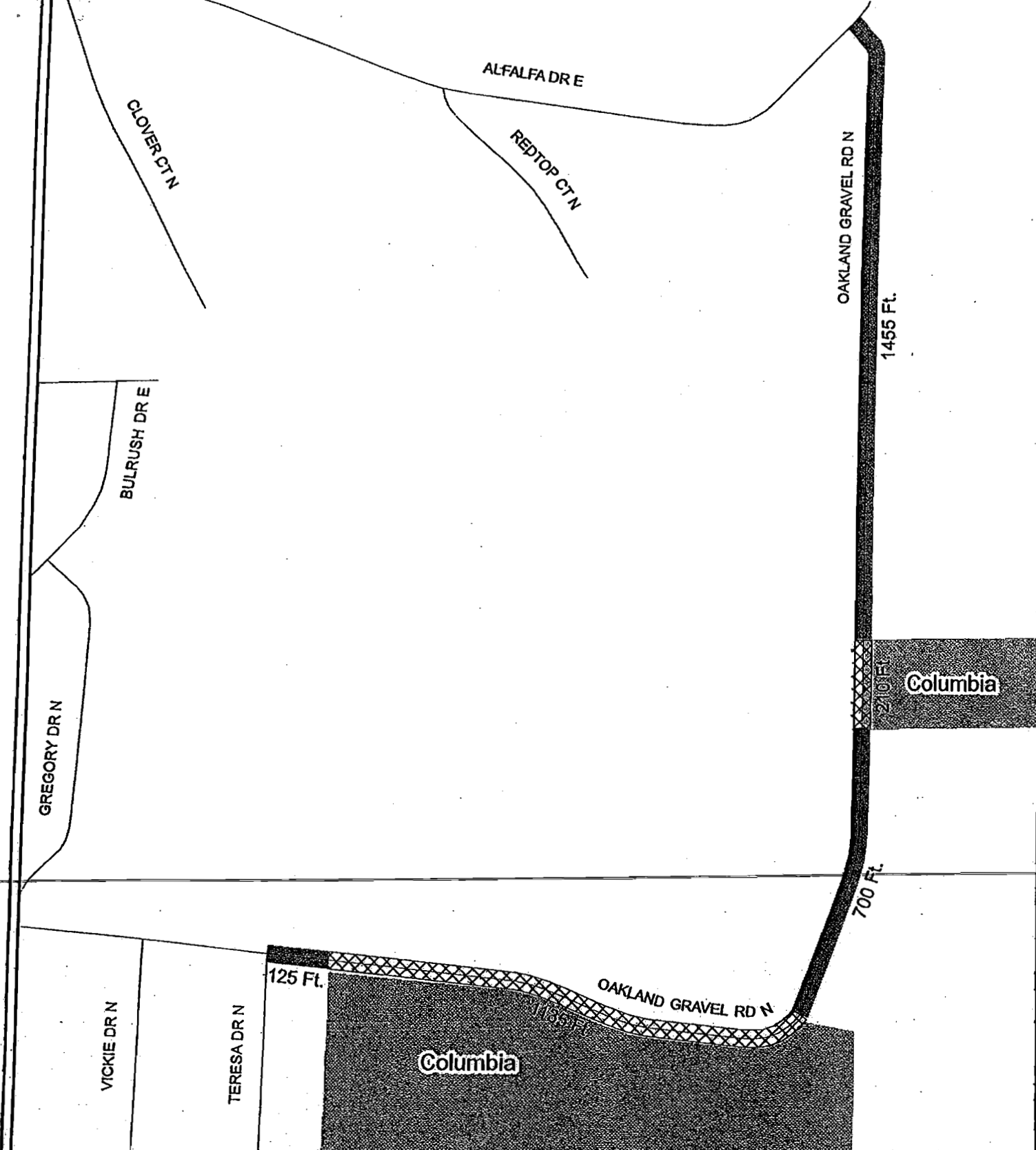
City and County



City Limits






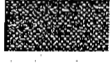
Date: 9/27/2011



2012 Preservation Chip Seal

City of Columbia
and
Boone County

OAKLAND GRAVEL RD

-  City
-  City and County
-  County
-  City Limits



Date: 9/27/2011

Columbia

OLD MILLERS RD

1045
ft.

ROLLING HILLS RD S





HIGHWAY 63 S NB

HIGHWAY 63 S SB

PONDEROSA ST S

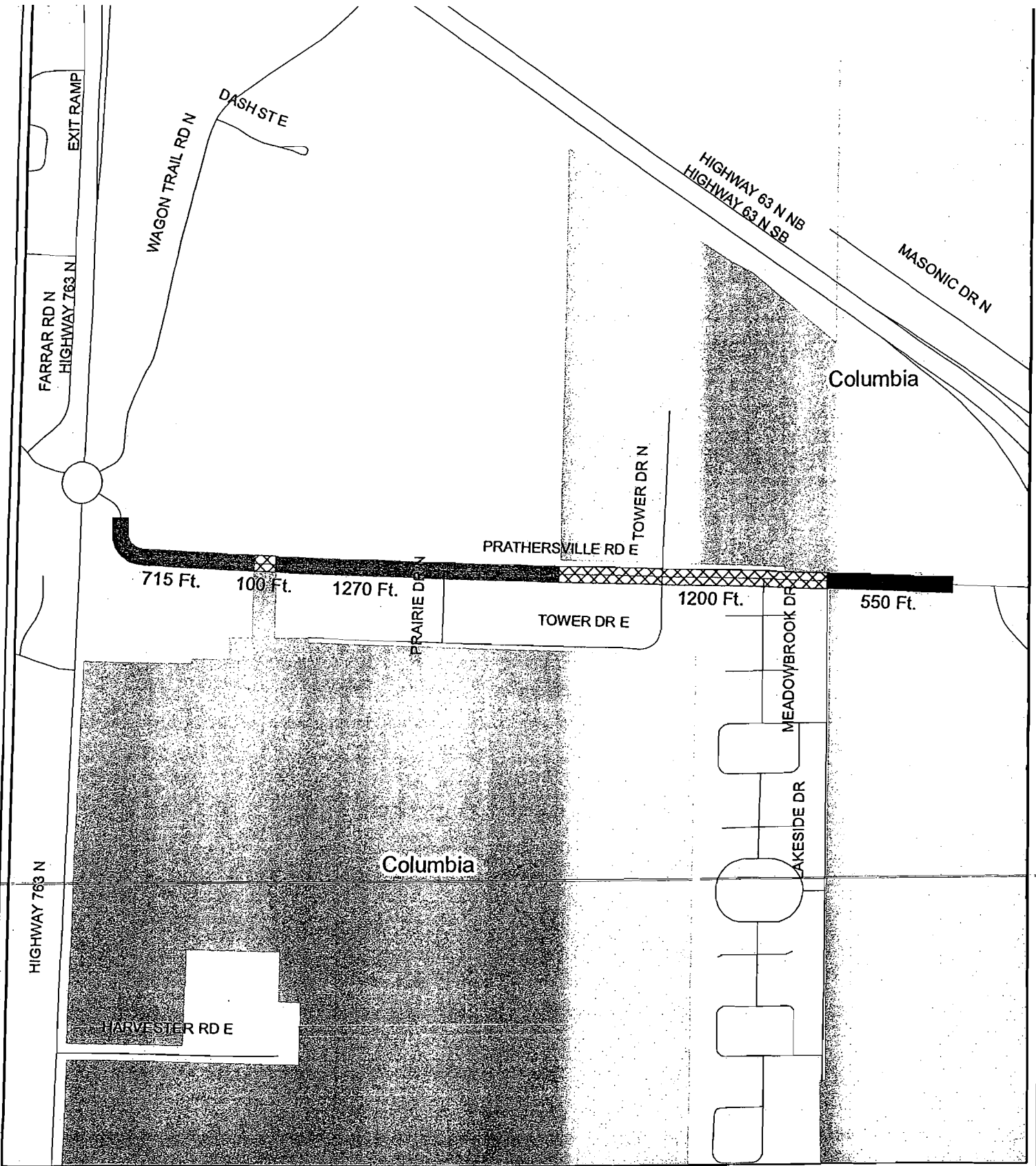
2012 Preservation Chip Seal

City of Columbia
and
Boone County
OLD MILLERS RD

-  City
-  City and County
-  County
-  City Limits



Date: 9/27/2011



2012 Preservation Chip Seal

City of Columbia
and
Boone County

PRATHERSVILLE RD



City



City and County



County



City Limits



Date: 9/27/2011

Asphalt Overlay Projects - City of Columbia

Project Name	Description	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)	City Total Length (ft.)	County %	City %
St. Charles Rd.	Elderbrook Dr. to Grace Ln.	2974	495	225	2254	1622	1352	54.5%	45.5%
Rock Quarry Rd., Gans Rd., Bearfield Rd.	City/County to EOP, Rock Quarry to Bearfield, City/County to EOP	12454	9364	0	3090	10909	1545	87.6%	12.4%

Preservation Chip Seal Projects - City of Columbia

Road Name		Road Width (ft.)	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)				
Gans Rd.	Bearfield Rd. to Bradington Dr.	22	2525	0	0	2525	1262.5	1262.5	3086	3086	
Oakland Gravel Rd.	Teresa Dr. to Alfalfa	22	3625	2280	0	1345	2952.5	672.5	7217	1644	
Old Millers Rd.	Hwy 63 to Rolling Hills Rd.	22	635	0	0	635	317.5	317.5	776		
Prathersville Rd.	Hwy 763 to Lakeside Dr.	23	3635	1985	550	1300	2635				

Asphalt Overlay Projects - City of Columbia

Project Name	Description	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)	City Total Length (ft.)	County %	City %
St. Charles Rd.	Elderbrook Dr. to Grace Ln.	2974	495	225	2254	1622	1352	54.5%	45.5%
Rock Quarry Rd., Gans Rd., Bearfield Rd.	City/County to EOP, Rock Quarry to Bearfield, City/County to EOP	12454	9364	0	3090	10909	1545	87.6%	12.4%

Preservation Chip Seal Projects - City of Columbia

Road Name		Road Width (ft.)	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)	City Total Length (ft.)	County Area (SY)	City Area (SY)
Gans Rd.	Bearfield Rd. to Bradington Dr.	22	2525	0	0	2525	1262.5	1262.5	3086	3086
Oakland Gravel Rd.	Teresa Dr. to Alfalfa	22	3625	2280	0	1345	2952.5	672.5	7217	1644
Old Millers Rd.	Hwy 63 to Rolling Hills Rd.	22	635	0	0	635	317.5	317.5	776	776
Prathersville Rd.	Hwy 763 to Lakeside Dr.	23	3835	1985	550	1300	2835	1200	6734	3067
									Total	8573

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
REVENUES:				
Property Taxes	\$ 1,223,426	\$ 1,228,600	\$ 1,287,700	\$ 1,253,000
Assessments	-	-	-	-
Sales Taxes	11,932,107	11,470,000	12,410,000	12,645,000
Franchise Taxes	-	-	-	-
Licenses and Permits	8,644	9,500	8,540	5,000
Intergovernmental	1,336,154	1,157,000	1,314,328	1,797,174
Charges for Services	316,859	559,100	580,927	924,961
Fines and Forfeitures	-	-	-	-
Interest	48,399	46,610	53,715	45,780
Hospital Lease	-	-	-	-
Other	3,874	1,000	3,575	1,000
Total Revenues	14,869,463	14,471,810	15,658,785	16,671,915
EXPENDITURES:				
Personal Services	3,650,419	3,790,763	3,599,261	3,813,441
Materials & Supplies	2,486,150	2,767,399	2,043,172	2,719,170
Dues Travel & Training	16,089	30,950	17,609	36,102
Utilities	84,129	99,250	90,322	93,882
Vehicle Expense	581,320	791,079	740,194	853,000
Equip & Bldg Maintenance	328,650	326,690	293,515	246,185
Contractual Services	6,352,885	8,117,796	7,321,707	11,965,210
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	180,473	-	350,000
Other	(67,417)	1,095	(149,570)	771,337
Fixed Asset Additions	589,795	1,121,648	1,117,058	1,385,330
Total Expenditures	14,022,020	17,227,143	15,073,268	22,233,657
REVENUES OVER (UNDER) EXPENDITURES	847,443	(2,755,333)	585,517	(5,561,742)
OTHER FINANCING SOURCES (USES):				
Transfer In	3,629	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	74,368	150,000	7,070	377,800
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	77,997	150,000	7,070	377,800
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	925,440	(2,605,333)	592,587	(5,183,942)
FUND BALANCE (GAAP), beginning of year	8,361,739	9,086,003	9,086,003	9,406,588
Less encumbrances, beginning of year	(1,622,614)	(1,421,438)	(1,421,438)	(1,149,436)
Add encumbrances, end of year	1,421,438	1,421,438	1,149,436	1,149,436
FUND BALANCE (GAAP), end of year	\$ 9,086,003	\$ 6,480,670	\$ 9,406,588	\$ 4,222,646
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	1,421,438	1,421,438	1,149,436	1,149,436
Designated:				
Capital Project and Other	1,039,400	1,039,400	2,989,000	-
Total Fund Balance Reserves and Designations, end of year	2,460,838	2,460,838	4,138,436	1,149,436
FUND BALANCE, end of year	9,086,003	6,480,670	9,406,588	4,222,646
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(2,460,838)	(2,460,838)	(4,138,436)	(1,149,436)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 6,625,165	\$ 4,019,832	\$ 5,268,152	\$ 3,073,210
Percent of expenditures	47.25%	23.33%	34.95%	13.82%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Purchasing to dispose of the attached list of computers and peripherals through Mid-MO Recycling.

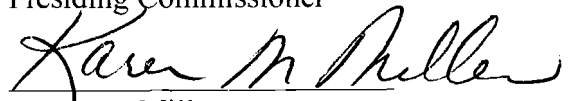
Done this 2nd day of April, 2012

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

Boone County Purchasing
David Eagle
 Office Specialist



613 E. Ash Street, Room 210
 Columbia, MO 65201
 Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
 FROM: David Eagle
 RE: Computer and Peripheral Surplus Disposal
 DATE: March 26, 2012

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through Mid-MO Recycling (the first five (5) items – the others have already been approved on commission order 392-2011).

Mid-MO Recycling will pick up our surplus on pallets for no charge. They are a State of Missouri, DNR Level One recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Mid-Mo Recycling certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Boone County Signature: *Samuel H. Atwell* Date: 4/2/2012

Mid-Mo Recycling Signature: _____ Date: _____

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	13743	17" CRT MONITOR	OPTIQUEST	Q71	UNKNOWN	
2.	14425	17" CRT MONITOR	HP	S5500	UNKNOWN	
3.	NO TAG	CRT MONITOR	DELL	M770	UNKNOWN	
4.	NO TAG	CRT MONITOR	QPTIQUEST	Q51	UNKNOWN	
5.	NO TAG	DOT MATRIX PRINTER	OKI DATA		UNKNOWN	
6.	15788	LASER PRINTER	LEXMARK	T430DN	UNKNOWN	
7.	14679	17" LCD MONITOR	HP	L1702	UNKNOWN	
8.	NO TAG	17" LCD MONITOR	ACER	1715M	UNKNOWN	

9.	NO TAG	19" LCD MONITOR	HP	L1910	UNKNOWN	
10.	NO TAG	17" LCD MONITOR	ACER	AL17166	UNKNOWN	
11.	NO TAG	17" LCD MONITOR	SONY	S71R	UNKNOWN	
12.	NO TAG	17" LCD MONITOR	VISION	EZ17F	UNKNOWN	
13.	NO TAG	17" LCD MONITOR	VISION	EZ17F	UNKNOWN	
14.	11863	UPS-1100	SMART	1100	UNKNOWN	
15.	11562	LAPTOP	TOSHIBA	PA5401U	UNKNOWN	
16.	9303	LAPTOP	TOSHIBA	PA1114U	UNKNOWN	
17.	NO TAG	LAPTOP	COMPAQ	ARMADA 1700	UNKNOWN	
18.	NO TAG	LAPTOP	COMPAQ	ARMADA 1700	UNKNOWN	
19.	14009	PC	COMPAQ	D51C	UNKNOWN	
20.	10609	PC-WAND			UNKNOWN	
21.	12548	LARGE ETHERNET CARD			UNKNOWN	
22.	8031	ETHERHUB-12R	ACCTON		UNKNOWN	
23.	12975	PC	COMPAQ		UNKNOWN	
24.	12907	PC	COMPAQ		UNKNOWN	
25.	NO TAG	PC	COMPAQ		UNKNOWN	
26.	NO TAG	BATTERY BACKUP	APC/350		UNKNOWN	
27.	NO TAG	WINDOWS MOBILE DEVICE	DELL	AXIM X30	UNKNOWN	
28.	NO TAG	TANDBERG CODE C 3000			UNKNOWN	

29.	NO TAG	CRT MONITOR	COMPAQ	S710	UNKNOWN	
30.	NO TAG	CRT MONITOR	COMPAQ	S710	UNKNOWN	
31.	NO TAG	CRT MONITOR	COMPAQ	S710	UNKNOWN	
32.	NO TAG	CRT MONITOR	COMPAQ	S710	UNKNOWN	

cc: Caryn Ginter, Auditor / Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

MAR - 6 2012

BOONE COUNTY AUDITOR

DATE : March 1, 2012

FIXED ASSET TAG NUMBER: 00013743

DESCRIPTION OPTIQUEST Q71
MONITOR CRT 17 INCH

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED IN 2002

REASON FOR DISPOSITION: NO LONGER NEEDED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO *-Unknown*

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PUBLIC WORKS

2640

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE *12/31/02*
ORIGINAL COST *1.00*
ORIGINAL FUNDING SOURCE *2731*
ASSET GROUP *1603*

RECEIPT INTO *1190-3835*
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

OTHER EXPLAIN *recycle*

COMMISSION ORDER NUMBER *176-2012*

DATE APPROVED *4/2/12*

SIGNATURE *Samy L. Atwill*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : March 1, 2012

FIXED ASSET TAG NUMBER: 00014425

RECEIVED

DESCRIPTION HP S5500
MONITOR CRT 17 INCH

MAR - 6 2012

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: PURCHASED IN 2004

REASON FOR DISPOSITION: NO LONGER NEEDED

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO - *Unknown*

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PUBLIC WORKS

2640

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 5/25/2004
ORIGINAL COST 108.00
ORIGINAL FUNDING SOURCE 2741
ASSET GROUP 1603

RECEIPT INTO 2040-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 176-2012

DATE APPROVED 4/2/12

SIGNATURE *Samuel K. Atwell*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3-1-12

FIXED ASSET TAG NUMBER: No Tag

RECEIVED

DESCRIPTION: Dell M770 CRT Monitor

MAR - 6 2012

REQUESTED MEANS OF DISPOSAL:

BOONE COUNTY AUDITOR

OTHER INFORMATION: Serial # 1780R-DH4U4-89

CONDITION OF ASSET:

REASON FOR DISPOSITION: No longer needed.

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible - In IT Printer Room

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO - Unknown

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Public Works

SIGNATURE Judy

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 2040 - 3835

ORIGINAL COST _____ GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____ GRANT NAME _____

ASSET GROUP _____ % FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 176-2012

DATE APPROVED 04/01/12

SIGNATURE Dennis K. Atwell

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3-1-12 FIXED ASSET TAG NUMBER: No Tag RECEIVED
DESCRIPTION: Optquest Q51 CRT Monitor MAR - 6 2012
REQUESTED MEANS OF DISPOSAL: _____ BOONE COUNTY AUDITOR

OTHER INFORMATION: Serial # 707012202253

CONDITION OF ASSET: _____
REASON FOR DISPOSITION: No longer needed.

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible - In IT Printer Room

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO - Unknown
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Public Works SIGNATURE: Judy Fisher

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 2040-3835
ORIGINAL COST _____ GRANT FUNDED (Y/N) _____
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
ASSET GROUP _____ % FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:
____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE _____ AUCTION _____ SEALED BIDS
1 OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 176-2012
DATE APPROVED 4/2/12
SIGNATURE: [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3-1-12 FIXED ASSET TAG NUMBER: No Tag
DESCRIPTION: OKi Data D22300A Dot Matrix Printer RECEIVED

REQUESTED MEANS OF DISPOSAL: _____
OTHER INFORMATION: Serial # AE58D14725AD MAR - 6 2012

CONDITION OF ASSET: _____
BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: No Longer needed.

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible. In IT Printer Room.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO unknown
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Public Works SIGNATURE: Judy

AUDITOR
ORIGINAL PURCHASE DATE _____ RECEIPT INTO 2040-3835
ORIGINAL COST _____ GRANT FUNDED (Y/N) _____
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
ASSET GROUP _____ % FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:
____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE _____ AUCTION _____ SEALED BIDS
 OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 176-2012
DATE APPROVED 4/2/12
SIGNATURE: [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : September 9, 2011

FIXED ASSET TAG NUMBER: 00015788

RECEIVED

DESCRIPTION LEXMARK T430DN
PRINTER LASER

SEP - 9 2011

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACED BY MAINT VENDOR

COUNTY/COURT IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF

SIGNATURE

Judy

AUDITOR

ORIGINAL PURCHASE DATE 12/31/2004
ORIGINAL COST 1,070.76
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 11603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE

Edward A. Roll

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : September 9, 2011

FIXED ASSET TAG NUMBER: 00014679

RECEIVED

DESCRIPTION HP L1702
MONITOR LCD 17 INCH

SEP - 9 2011

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

COUNTY/COURT/IT DEPT. (circle one) DOES/DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible. In IT Printer Room.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 12/31/2004
ORIGINAL COST 1.00
ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1603

RECEIPT INTO 1190-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/20/11

SIGNATURE *Edward H. Roll*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

NONE

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ~~See attached list~~

DESCRIPTION: White 17in Monitor ACER / AL 1715m
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE *Kathy [Signature]*

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11
FIXED ASSET TAG NUMBER: ~~See attached list~~ ^{NONE}

DESCRIPTION: ~~Variety of Technology Equipment~~
19 IN MONITOR HP/L 1910

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

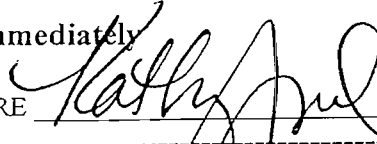
REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

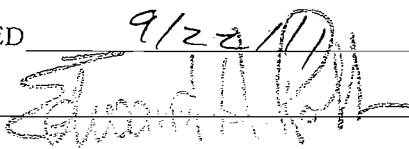
INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: BLACK 17IN MONITOR ACER /AL17166
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES ~~DOES NOT~~ (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: ^{GRAY SONY MONITOR} ~~Variety of Technology Equipment~~

^{SONY SPM-571R}

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

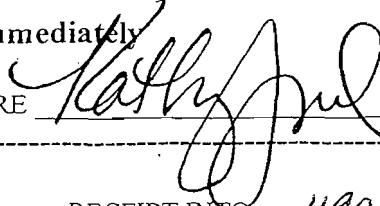
REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THE PROPERTY FOR OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

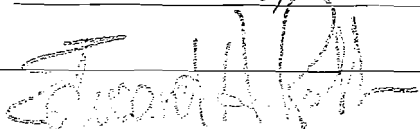
INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 8/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11
FIXED ASSET TAG NUMBER: ~~See attached list~~ ^{NONE}

DESCRIPTION: LARGE SILVER MONITOR VISION/EZ17F
~~Variety of Technology Equipment~~

RECEIVED
AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT (circle one)) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11 FIXED ASSET TAG NUMBER: ~~See attached list~~ **NONE**

DESCRIPTION: **LARGE SILVER MONITOR VISION / E217F**
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: **Surplus**

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT (circle one)) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

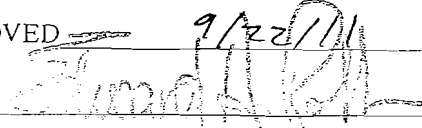
INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ¹¹⁸⁶³ See attached list

DESCRIPTION: APC Smart UPS - 1100
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

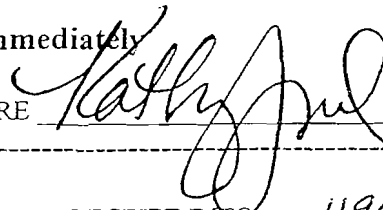
COUNTY / COURT IT DEPT. (circle one) DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

1210

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 5/20/1999

RECEIPT INFO 1190-3835

ORIGINAL COST 576.82

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE AUCTION ___ SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ¹¹⁵⁶² ~~See attached list~~

DESCRIPTION: Toshiba/satelite PA-5401U
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT (circle one)) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 12/31/1998

RECEIPT INFO 1190-3835

ORIGINAL COST 1,824.00

GRANT FUNDED 4

ORIGINAL FUNDING SOURCE 2744

TRANSFER CONFIRMED _____

ASSET GROUP 1403

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

9303

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ~~See attached list~~

DESCRIPTION: Toshiba/satellite PA1114U
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT) (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court 1210**

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 4/21/1995

RECEIPT INFO 1190-3835

ORIGINAL COST 1,429.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: **08/04/11** FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: *Compaq Armada 1700*
Variety of Technology Equipment

RECEIVED

AUG - 5 2011

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: **Surplus**

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE *Kathy [Signature]*

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INFO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: Compaq/Amada 1700
Variety of Technology Equipment

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT) (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: **08/04/11** FIXED ASSET TAG NUMBER: 14009 ~~See attached list~~

DESCRIPTION: Compaq DS1C
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT (circle one)) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court** 1241

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 4/10/2003

RECEIPT INFO 2904-3835

ORIGINAL COST 821.00

ORIGINAL FUNDING SOURCE 2787

TRANSFER CONFIRMED _____

ASSET GROUP 1403

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 8/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11
FIXED ASSET TAG NUMBER: ¹⁰⁶⁰⁹ ~~See attached list~~

DESCRIPTION: PC - WANA
~~Variety of Technology Equipment~~

RECEIVED

REQUESTED MEANS OF DISPOSAL: Surplus

AUG - 5 2011

BOONE COUNTY AUDITOR

OTHER INFORMATION:


CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court 1210

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/18/1996

RECEIPT INTO 1190-3835

ORIGINAL COST 168.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1604

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

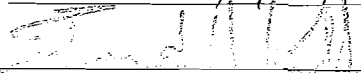
INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ¹²⁵⁴⁸ See attached list

DESCRIPTION: LARGE ETHERNET CARD
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

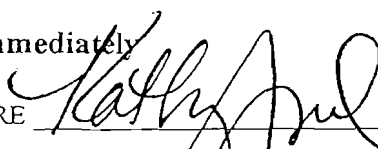
CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 9/21/2000

RECEIPT INTO 1190-3835

ORIGINAL COST 660.00

Previously removed from inventory 12/31/2002

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

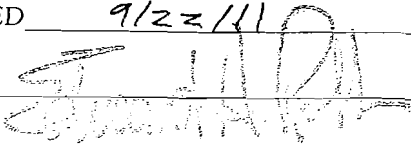
INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11
FIXED ASSET TAG NUMBER: ~~See attached list~~ 8031

DESCRIPTION: ~~Variety of Technology Equipment~~ BLACK 12 PORT HUB OLD ACCTON/ETHERHUB - 12R

RECEIVED

REQUESTED MEANS OF DISPOSAL: Surplus

AUG - 5 2011

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 1/24/1994

RECEIPT INTO 1190-3835

ORIGINAL COST 423.83

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

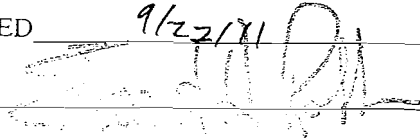
INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

OTHER EXPLAIN 10 cycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ¹²⁹⁷⁵ ~~See attached list~~

DESCRIPTION: ~~Variety of Technology Equipment~~ ^{LARGE WHITE TOWER COMPAQ IENL/P733}

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES (DOES NOT) (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 5/10/2001

RECEIPT INTO 1190-3835

ORIGINAL COST 1,343.03

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1003

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11
FIXED ASSET TAG NUMBER: ¹²⁹⁰⁷ ~~See attached list~~

DESCRIPTION: LARGE WHITE TOWER COMPAQ IENL1P733
~~Variety of Technology Equipment~~

RECEIVED

REQUESTED MEANS OF DISPOSAL: Surplus

AUG - 5 2011

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court 1241

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 1/23/2001

RECEIPT INTO 1190-3835

ORIGINAL COST 1,598.83

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED _____

ASSET GROUP 1603

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11 FIXED ASSET TAG NUMBER: ~~See attached list~~ *NONE*

DESCRIPTION: *COMPAQ/ENL1P733*
~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: **Surplus**

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES (circle one) ~~DOES NOT~~ WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE *Kathy [unclear]*

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11
FIXED ASSET TAG NUMBER: ~~See attached list~~ ^{NONE}

DESCRIPTION: ^{APC/350} ~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____ ?

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: DELL AXIM X30
Variety of Technology Equipment

RECEIVED

REQUESTED MEANS OF DISPOSAL: Surplus

AUG - 5 2011

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 342-2011

DATE APPROVED 8/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: ^{TANBERG CODES 3000} ~~Variety of Technology Equipment~~

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: Compaq/5710 CRT MONITOR
~~Variety of Technology Equipment~~ 937CG43HM686

RECEIVED

REQUESTED MEANS OF DISPOSAL: Surplus

AUG - 5 2011

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____
ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

OTHER EXPLAIN recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: Compaq/5710 CRT MONITOR
~~Variety of Technology Equipment~~

938 CG43HA376

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: **Surplus**

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: **Poor, broken or not functioning properly**

REASON FOR DISPOSITION: **Not functioning properly**

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: **Immediately**

DEPARTMENT: **Circuit Court**

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INFO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION ____ SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 08/04/11

FIXED ASSET TAG NUMBER: ^{NONE} ~~See attached list~~

DESCRIPTION: Compaq/ST10 CRT monitor
~~Variety of Technology Equipment~~

110CG43H3596

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES ~~DOES NOT~~ (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INFO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11
FIXED ASSET TAG NUMBER: ~~See attached list~~ ^{NONE}

DESCRIPTION: ~~Variety of Technology Equipment~~ ^{COMPARIS T10 MONITOR}
938CG43HA521

RECEIVED

AUG - 5 2011

REQUESTED MEANS OF DISPOSAL: Surplus

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 08/04/11

FIXED ASSET TAG NUMBER: ~~See attached list~~

NONE

DESCRIPTION: 5 BOXES OF DEAD KEYBOARDS
Variety of Technology Equipment

RECEIVED

REQUESTED MEANS OF DISPOSAL: Surplus

AUG - 5 2011

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: Poor, broken or not functioning properly

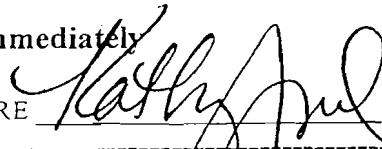
REASON FOR DISPOSITION: Not functioning properly

COUNTY / COURT IT DEPT. (circle one) DOES DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

DEPARTMENT: Circuit Court

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____

TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

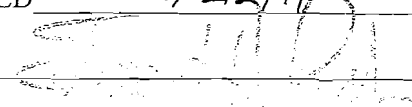
INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS

OTHER EXPLAIN Recycle

COMMISSION ORDER NUMBER 392-2011

DATE APPROVED 9/22/11

SIGNATURE 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Purchasing to dispose of 2 gray modular desks with overheads by donating them to the Centralia Police Department.

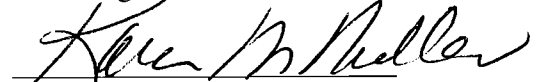
Done this 2nd day of April, 2012

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: March 27, 2012

The Purchasing Departments requests permission to dispose of the following desks by donating them to the Centralia Police Department.

	Asset #	Description	Condition
1.	NO TAG	(2) gray modular desks with overheads	good

cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3-23-12

FIXED ASSET TAG NUMBER: NO TAG

DESCRIPTION: TWO GRAY MODULAR DESKS WITH OVERHEADS

REQUESTED MEANS OF DISPOSAL: DONATE TO CENTRALIA POLICE DEPARTMENT

OTHER INFORMATION:

CONDITION OF ASSET: GOOD

REASON FOR DISPOSITION:

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1118

SIGNATURE Dana Kay

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____ TO BE DONATED

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

OTHER EXPLAIN Donate to Centralia Police Dept.

COMMISSION ORDER NUMBER 177-2012

DATE APPROVED 4/2/12

SIGNATURE [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

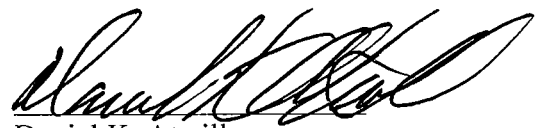
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Sheriff Department's request to utilize Sole Source Vendor Direct Hit Systems, Inc. for Sole Source Purchase 107-123112SS THREADS Analysis Software. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

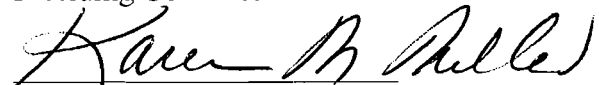
Done this 2nd day of April, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 23, 2012
RE: Sole Source Purchase – 107-123112SS – THREADS Analysis Software

The Sheriff's Department requests permission to purchase THREADS Analysis Software from Direct Hit Systems, Inc. of Melbourne, Florida as a sole source purchase. This is cell phone investigative software.

THREADS offers unique compatibility with two existing products currently used by the Boone County Sheriff's Department: Cellebrite and Securus. Cellebrite is a forensic tool used to extract data from cellular phones. THREADS contains a one click download of Cellebrite extracted data into THREADS for analysis. Securus is the telephone system provider for the Sheriff's Department Jail inmate phone system. THREADS is currently working with Securus and developing integration with the Securus telephone system.

Attached is the sole source request form for signature. This sole source intent to purchase was advertised in the Columbia Missourian on March 27, 2012 and the Columbia Daily Tribune on March 26, 2012.

Total cost of contract is \$13,500 and will be paid from 1170- Information Technology, 91302 – Computer Software. On-going future maintenance costs are 20% of original license annually (\$2,400/year).

ATT Sole Source Request

cc: Gary German, Sheriff
Aron Gish/Trudy Fisher, IT
Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Rm 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Sheriff's Department
Person Requesting	Gary German
Date Requested	3/13/12
Contact Phone Number	573-875-1111

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL:

[Signature] 4/2/2012
Signature Date

SOLE SOURCE NUMBER: 107-12311255
(Assigned by Purchasing)

COMMISSION APPROVAL:

Signature Date

Expiration Date: 20 through 12-31 2012 one-time purchase One Time Purchase (check)

Vendor Name Direct Hit Systems, Inc.
Vendor Address 1698 W. Hibiscus Blvd., Suite A Melbourne, FL 32901
Vendor Phone and Fax 321-956-2449
Product Description THREADS Analysis Software
Estimated Cost \$13,500.00
Department/Account Number(s) Invoices Will Be Paid 1170-91302

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

1. Please check the reason(s) for this sole request:

- Only Known Source-Similar equipment or material not available from another vendor
- Equipment or materials must be compatible with existing Equipment
- Immediate purchase necessary to correct situation threatening life/property
- Lease Purchase - Exercise purchase option on lease
- Medical device or supply specified by physician
- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

2. Briefly describe the commodity/material you are requesting and its function. **This purchase is for THREADS™ cell phone investigative software. This software will assist with technical aspects (cellular phone forensic analysis and call detail record analysis) of Sheriff's Department investigations.**

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding. **THREADS™ Investigative Analysis software package is a unique analytical tool designed around Robert Lottero's exclusive, "temporal analysis". There is no other analysis tool on the market that incorporates these techniques. Some of these unique sophisticated analysis techniques include Sequence Analysis, Hole Detection, Call Chain Analysis, Advanced Pattern Analysis, Inner Circle identification and Concurrent Call Analysis.**

4. What research has been done to verify this vendor as the only known source? **Investigators have been to several independent training programs and seminars where this product was recommended by experts in the field of law enforcement cellular phone investigations.**

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

Yes (please attach a list of known sources)

No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain. **Yes. THREADS™ offers unique compatibility with two existing products currently used by the Boone County Sheriff's Department, Cellebrite and Securus. THREADS™ has formed business partnerships with both Cellebrite and Securus.**

Cellebrite is a forensic tool used to extract data from cellular phones. THREADS™ contains a one click download of Cellebrite extracted data into THREADS™ for analysis.

Securus is the telephone system provider for the Sheriff's Department Jail inmate phone system. THREADS™ is currently working with Securus and developing integration with the Securus telephone system.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? **There will be annual software maintenance and may be upgrade costs as technology develops.**

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s). **N/A**

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers. **N/A**

10. What are the consequences of not securing this specific commodity/material? **More and more investigations have a significant technological aspect (computers, cell phones, smart phones etc.) If the Sheriff's Department and it's investigators do not make efforts to learn about and gather tools to deal with these technological type investigations, we will be at a disadvantage.**

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary). **Technology is constantly changing and developing. THREADS™ was formed in 2005. Through its business partnerships and software development efforts, THREADS™ has a proven its ability to keep up with changing and developing technology.**

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed? **This is a one time purchase but sole source approval would be needed for annual software maintenance and upgrade costs.**

8 March 2012

Attention: County of Boone, Missouri
Subject: Sole Source Justification
THREADS™ Investigative Analysis Software

THREADS™ Investigative Analysis software package is a unique analytical tool designed around Robert Lottero's exclusive, "temporal analysis". There is no other analysis tool on the market that incorporates these techniques.

Mr. Lottero is considered a top expert in telephonic investigative analysis. He leads a consulting group that currently supports the U.S. Government on high-profile cases throughout all the major federal law enforcement organizations. He has provided communications analytical services and direct overt and covert support as well as training services to a number of agencies and special task forces on criminal and counter-terrorism investigations, and counter-intelligence operations for federal, military, state, and local law enforcement agencies for almost thirty years, both as a contract analyst and as a sworn law enforcement officer. In addition to the US Department of State-DSS, he has provided investigative support to the Federal Bureau of Investigation (FBI), Drug Enforcement Administration (DEA), Immigration and Naturalization Service (INS), US Customs, US Air Force Office of Special Investigations (AFOSI), Naval Criminal Investigative Service (NCIS), and New York Police Department.

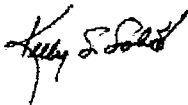
The THREADS™ system includes several sophisticated phone analysis techniques unique in the marketplace including Sequence, Hole Detection, Call Chain, Advanced Pattern Analysis, Inner Circle Identification and Concurrent Call Analysis. These tools and algorithms are proprietary to THREADS™. One exclusive tool, Inner Circle Identification, is a trade secret analysis technique that analyzes patterns and sequences in telephone records to identify a target's core group of working associates.

Aside from the unique CDR analysis, THREADS™ has several other features exclusive to the analysis marketplace:

- One-click import/analysis of Cell Forensics (Cellebrite UFED, SecureView2, Blackberry IPD)
- Integrated Geo Mapping
- Full correlation of all forms of communications (Cell Forensics, SMS, CDRs, email, etc.)

If you have any questions, or require additional information, please give me a call at 321-956-2449 or email me at kelly.solid@directhitinc.com

Regards,



Kelly S. Solid
President, Direct Hit Systems, Inc.

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut-Rm 209
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Susan Richison (884-0003)
twitchells@missouri.edu

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: March 23, 2012

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

THREADS Analysis Software from Direct Hit Systems of Melbourne, Florida

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, April 3, 2012**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Tuesday, March 27, 2012
COLUMBIA MISSOURIAN

Page : 1 of 1 03/23/2012 10:15:25

Order Number : 30979238
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 613 East Ash
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Richison, Susan
Entered By : Richison, Susan

Keywords : THREADS Analysis Software from Direct Hit Systems
Notes :
Zones :

Ad Number : 30989797
Ad Key : 30979238
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 03/27/2012-03/27/2012
Days : 1
Size : 1 x 2.60, 26 lines
Words : 128
Ad Rate : Open
Ad Price : 16.90
Amount Paid : 0.00
Amount Due : 16.90

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Melinda Bobbitt, CPPB
Director, Boone County Purchasing
Insertion date: Tuesday, March 27, 2012

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut-Rm 209
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Ruby Wheeler
rwheeler@tribmail.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: March 23, 2012

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, April 3, 2012**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Monday, March 26, 2012
COLUMBIA TRIBUNE

Melinda Bobbitt - RE: Sole Source Advertisement: THREADS Analysis Software

From: "Wheeler, Ruby" <rgwheeler@columbiatribune.com>
To: "Melinda Bobbitt" <mbobbitt@boonecountymmo.org>
Date: 3/23/2012 10:05 AM
Subject: RE: Sole Source Advertisement: THREADS Analysis Software
Attachments: 1397566.pdf

Melinda:

I have attached a copy of the notice as it will appear 3/26. Total cost is \$32.93.

Please review the attached proof closely and make the following notations by 11am today:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 815-1851
- If no changes are required, please email confirmation

CANCELLATION POLICY

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions MUST be faxed to 573-815-1851. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Wheeler
Classified Advertising Manager
Columbia Daily Tribune / ColumbiaTribune.com PO Box 798, Columbia, MO 65205
Ph 573.815.1859
Fx 573.815.1851

TRIBUNE CLASSIFIEDS

The Market Leader

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymmo.org]
Sent: Friday, March 23, 2012 9:27 AM
To: Wheeler, Ruby; Wheeler, Ruby
Subject: Sole Source Advertisement: THREADS Analysis Software

Ruby,
See attached ad.
Thanks,
Melinda

**NOTICE OF INTENT TO
MAKE SINGLE FEASIBLE
SOURCE PURCHASE**

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

**THREADS Analysis Software
from Direct Hit Systems of
Melbourne, Florida**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, April 3, 2012**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

mboobbitt@boonecountymo.org.

Melinda Bobbitt,
CPPB Director,
Boone County Purchasing

INSERTION DATE: March 26, 2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of City of Columbia cooperative contract 28/2012 – Milling and Overlay for Streets Term & Supply with APAC Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 2nd day of April, 2012.

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

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



613 E. Ash St., Room 108
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: March 9, 2012
RE: 28/2012 – Milling and Overlay for Streets Term & Supply

Purchasing and the Resource Management Department request permission to utilize the City of Columbia contract 28/2012 for milling and asphalt overlay term and supply services with APAC Missouri Inc.

This is a term and supply contract and invoices will be paid from department 2041 – Pavement Preservation, account 71202– Contractor Costs. A maximum amount of \$750,000 worth of milling and asphalt overlay services will be required for the 2012 Year.

ATT:

cc: Dan Haid
Bid File

**PURCHASE AGREEMENT FOR
MILLING AND OVERLAY STREETS TERM & SUPPLY**

THIS AGREEMENT dated the 02 day of April 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and APAC Missouri Inc., herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Milling and Overlay For Columbia Streets Term and Supply** in compliance with all bid specifications and any addendum issued for the City of Columbia, Missouri Contract **28/2012**, as well as Boone County Standard Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Proof of E-verification Enrollment, and Prevailing Wage Order #18 with Excessive Unemployment in effect. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement, Boone County Terms and Conditions, and the City of Columbia, Missouri Contract **28/2012** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, **Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response and in the attached City of Columbia contract. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one year periods** subject to the pricing clauses in the contractor's RFB response and the current Prevailing Wage in effect at renewal time.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management Department and billings may only include the prices listed in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or

condition of this agreement, or

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

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

APAC MISSOURI INC.

by Chad H. [Signature]
title Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren cc
Wendy S. 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 in a measurable county obligation at this time.)

Jane E. Pitchford
Signature by [Signature]

3/23/12
Date

2041/71202 Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. 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.

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

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract,

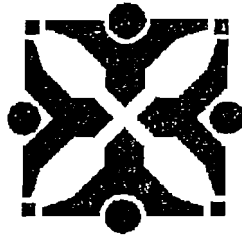
contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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.

**CITY OF COLUMBIA
CONTRACT DOCUMENTS**

**MILLING AND OVERLAY FOR COLUMBIA
STREETS - TERM & SUPPLY**

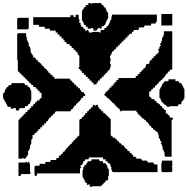
CONTRACT # 28/2012



**FINANCE/PURCHASING DIVISION
MARILYN STARKE, CPPO
PURCHASING AGENT
701 E. BROADWAY
5TH FLOOR
COLUMBIA, MO 65201**

**JOHN GLASCOCK
DIRECTOR
PUBLIC WORKS DEPARTMENT**

**MELINDA C. POPE, CPPB
SENIOR PROCUREMENT OFFICER
FINANCE DEPARTMENT**



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT

PURCHASING DIVISION

February 29, 2012

NOTIFICATION OF AWARD - CITY OF COLUMBIA

CONTRACT FOR: Milling and Overlay – Term & Supply

Your firm has been awarded the contract herein in response to our recent Request for Quotation. Contract Period is award date through December 31, 2011. Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR NAME
28/2012 Primary Vendor	8596	APAC-MO Inc Don Nelson PO Box 1117 Columbia, MO 65205 Phone: 573-449-0886 Fax: 573-449-2980

ITEMS AWARDED

ITEM	EQUIPMENT	PRICE
1	ASPHALT MILLING: WITH CITY HAUL TRUCKS	\$1.40
2	ASPHALT MILLING: WITH CONTRACTOR HAUL TRUCKS	\$2.20
3	ASPHALT MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR RETAINING ASPHALT MILLING	\$1.40
4	Additional work within this bid's scope of services, to include all labor and equipment, if City requires	\$1,500.00
5	CONCRETE MILLING: WITH CITY HAUL TRUCKS	\$3.72
6	CONCRETE MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR HAULING CONCRETE MILLING	\$4.22
7	CONCRETE MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR RETAINING CONCRETE MILLING	\$3.92
8	Additional work within this bid's scope of services, to include all labor and equipment, if City requires	\$1,870.00
9	OVERLAY	\$72.96

NOTE: Contract on file with bonding.

Melinda Pope, CPPB
Senior Procurement Officer
573-874-7375

cc: Sam Thomas
Toney Lowery
Boone County Purchasing

**CONTRACT # 28/2012
MILLING AND OVERLAY FOR COLUMBIA STREETS TERM & SUPPLY
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Exhibits:

- (A).... RFQ Included by Reference, Contractors Bid Response, and Insurance Certificate
- (B).... Performance Bond
- (C).... Labor & Material Payment Bond
- (D).... Compliance with Prevailing Wage Law
- (E)....Prevailing Wage Rate(s)
- (F).... Affidavit - Release of Liens
- (G) ... Final Receipt of Payment and Release
- (H) ... Work Authorization Affidavit



**CITY OF COLUMBIA CONTRACT
MILLING AND OVERLAY FOR COLUMBIA STREETS TERM & SUPPLY
CITY OF COLUMBIA CONTRACT #28/2012**

THIS AGREEMENT is made and entered into this 29th of February, 2012, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "Owner", or "City", and APAC-Missouri, a Corporation in the State of Missouri, hereinafter called the "Contractor".

WHEREAS, the City has a need for completion of the MILLING AND OVERLAY FOR COLUMBIA STREETS and

WHEREAS, the City has advertised for bids for Contractor, has received said bids, analyzed same and duly awarded a Contract to the above referenced "Contractor" for labor and materials as hereinafter set forth and as stated more in detail in the City's Request for Quotation No.28/2012 and Contractor's response dated December 14, 2011, all of which are made a part of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Contractor agrees to the work as described in RFQ# 28/2012.
2. Contractor shall be responsible and agrees to perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set out in the Contractor's response to the City's Request for Quotation for the MILLING AND OVERLAY FOR COLUMBIA STREETS, RFQ # 28/2012, exhibits, and Addendums No. 1, & 2, which are made part of this agreement as Exhibit A and incorporated herein verbatim.
3. TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Milling and Overlay Services, as needed and as requested, from date of award through December 31, 2012. Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.
4. The estimated value of this contract is \$750,000.00 annually. The City reserves the right to increase or decrease this amount as needed. Bonding requirements are based on this estimate. Pricing is included in Exhibit A and may be adjusted monthly based on the City's Asphalt contract (116/2011). An approved change order must be completed and approved by the City if the work under this contract exceeds \$750,000.00.
5. Contractor will start work after approval from the City of Columbia.

CONTRACT STIPULATIONS

1. DEFINITIONS:

- a. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- b. "Contractor" shall mean the party having entered into Contract to perform the work herein specified.

- c. "Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.
 - d. "Work" of the Contractor or subcontractor includes labor or material or both.
 - e. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
 - f. "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 manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the Purchasing Division.
2. **BONDING:** When the Contractor delivers this contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by the City. Bonds shall be written by a company approved by the City, each in an amount of one hundred percent of the contract price, guaranteeing complete and faithful performance of the contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work.

3. **CONTRACTOR'S INSURANCE:**

The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

- A. **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 their employees employed at the site of the 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.

B. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$1,000,000 Aggregate for Products/Completed Operations
\$1,000,000 Personal Injury/Advertising Injury
\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

- D. **UMBRELLA EXCESS LIABILITY:** The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- E. **WAIVER OF SUBROGATION:** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. **CERTIFICATES OF INSURANCE:** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. **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 Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsementS added.
4. **HOLD HARMLESS AGREEMENT:**
To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor 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 City of Columbia from its own negligence.
5. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work herein outlined.

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

- a. Not later than thirty (30) days after receipt of invoice, the City will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the City will retain five percent (5%) of the amount of each such estimate. Not later than thirty days after final tests and acceptance, the City will make final payment of the retained five percent. If, for any reason, the City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of the Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.
- b. The Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia 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 City from any and all claims or liabilities on the part of the City relating to or connected with the Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation 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.
- d. The Contractor shall pay: For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of 95% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

7. **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 City 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 between the parties either:

- (a) by an acceptable lump sum proposal of the Contractor, or
- (b) on a cost-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with the Contractor, the City may perform the work by force account.

8. **PATENTS:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
9. **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 City, be removed by the Contractor and replaced by an employee with proper qualifications.
10. **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 City 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."

11. **SUBCONTRACTING:** No part of the work covered by this Contract shall be sublet by the Contractor without the prior written approval of the City. The Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by the City. Any subcontractor performing work under this contract at the direction of the Contractor shall file a "Final Receipt of Payment and Release" form. This completed form shall be submitted to the City along with application for final payment.
12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and 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", 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.
 - b. 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 present unusual hazard.
13. **EQUAL OPPORTUNITY:** The City of Columbia 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.
14. **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.

15. **AMERICANS WITH DISABILITIES ACT:** The successful Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves the Contractor providing services directly to the public, the successful Contractor shall make the services, programs, and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful Contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.
16. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
17. **SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings 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 drawings and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
18. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the City of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.
- If the Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to the Contractor.
19. **INTERFERENCE:** All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.
20. **ADDITIONS OR EXCEPTIONS TO TERMS AND CONDITIONS:** Acceptance of any additions or exceptions to the City's terms and conditions submitted by the contractor will be subject to the City's discretion, and may or not be included in the final agreement.
21. **PREVAILING WAGES:** This Contract shall be based upon payment by the Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards.

- a. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- b. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- c. **RECORDS:** The Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and the Owner. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- d. **NOTICES:** A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works. (RSMo 290.265.)
- e. **PENALTY:** Pursuant to Section 290.250 RSMo, The contractor shall forfeit as a penalty to the city on whose behalf the contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from him the amount of the penalty in a suit at law.

The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

- f. **AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor and each subcontractor must file with the Owner an

affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.. Exhibit D is to be used for this purpose.

- g. **WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.
- h. The prevailing wage rate determination made by the Missouri Division of Labor Standards applicable to this contract is reproduced verbatim and included in this bid.

22. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS: (Applies to Contracts issued after 8/28/09)

- (a) CONTRACTOR shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.
- (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.
- (c) CONTRACTOR shall require all subcontractors to observe the construction safety program requirements of this section.
- (d) Pursuant to Sec. 292.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

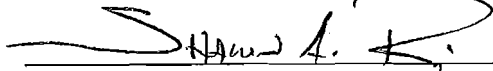
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an

unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year first above written.

CONTRACTOR
(Seal)

APAC-MO Inc



Name:

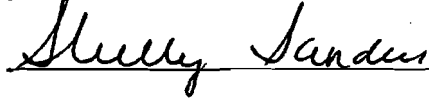
Shawn A Riley

By:

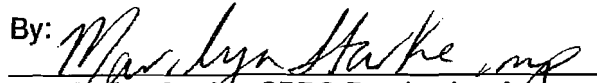
Vice President

Title:

ATTEST:




CITY OF COLUMBIA, MISSOURI

By: 

Marilyn Starke, CPPO Purchasing Agent

APPROVED AS TO FORM:



Fred Boeckmann, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 110-6022-521.49-90 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.



John Blattel, Director of Finance

RFQ # 28/2012

**INCLUDED
BY REFERENCE**

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
Email mcp@gocolumbiamo.com
Phone +1 (573) 874-7375
Fax +1 (573) 874-7762

Bid Number 28/2012 Addendum 2
Title Milling and Overlay for Columbia
Streets Term & Supply
Bid Type RFQ-F
Issue Date 11/11/2011
Close Date 12/14/2011 2:00:00 PM

Contact Information

Address 701 E. Broadway
 5th Floor
 Columbia, MO 65201

Contact Melinda Pope
Department
Building
Floor/Room
Telephone 573 (874) 7375
Fax 573 (874) 7762
Email mcp@gocolumbiamo.com

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name APAC-MO INC.
Contact Name DON NELSON
Address P.O. BOX 1117
COLUMBIA, MO. 65205

Telephone 573-449-0886
Fax 573-449-2980
Email donald.nelson@apac.com

Signature *Donald Nelson*
Est. Manager

Supplier Notes

Date 12/11/11

Bid Notes

Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

Bid Activities

Date	Name	Description
12/1/2011 9:30:00 AM	Pre-Bid Meeting	Pre-Bid Conference will be held Thursday, December 1, 2011 at 9:30 am, to address questions and concerns regarding the bid specifications and bid documents. Attendance at the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: Daniel Boone Building, 701 East Broadway Columbia, MO 65201, 5th Fl Conference Room.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of E bidding - Revised 3-1-10.pdf	Terms & Conditions

Header	Sample Contract.pdf	SAMPLE CONTRACT
Header	Insurance Requirements - Construction 1-09.pdf	Insurance Requirement - Construction
Header	Work Authorization Affidavit.pdf	WORK AUTHORIZATION
Header	NOTICE OF EXCESSIVE UNEMPLOYMENT.pdf	NOTICE OF EXCESSIVE UNEMPLOYMENT
Header	Wage Order 18-Increase 10-21-11 with Exhibit E.pdf	Prevailing Wage Order
Header	28-2012 Addendum #2.pdf	28/2012 Addendum #2

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms & Conditions Acceptance	Bidder agrees to accept the attached Terms & Conditions and the Terms & Conditions in the Sample Contract. Please list if you agree or provide any exceptions in the space provided.	<u>YES-AGREE</u> (Required)
2	Term & Supply Contract	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Milling and Overlay Services, as needed and as requested, from date of award through December 31, 2012. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD. The estimated value of this contract is \$750,000 annually. The City reserves the right to increase or decrease this estimate as needed.	<u>YES-AGREE</u> (Required) <u>INDEX</u>
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	<u>YES-AGREE</u> (Required)
4	Contract Administration Contact	Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract.	<u>JOSH DAVIS</u> (Required)
5	Prevailing Wage Acknowledgement	All workers (subcontractors included, if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards Prevailing Wage which is attached as part of this bid document. Bidder acknowledges this requirement in the response field to the right. If bidder declares exemption from Prevailing Wage requirements, documentation must be provided with your bid response. This may be faxed separately, before the Closing Date, to Purchasing Division, 573-874-7762, Attention: Marlyn Starke, Purchasing Agent.	<u>YES-AGREE</u> (Required)

- 6 Declaration of bidding without collusion In submitting this quotation, bidder declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm, or corporation. YES AGREE (Required)
- 7 Certificate of Insurance The City of Columbia's insurance requirements are listed above in the contract terms and conditions attachment (section Contract Stipulations). Bidder acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein. YES - AGREE (Required)
- 8 DBE or WBE Certification Is your firm a certified DBE or WBE? If so, what agency are you certified through? NO (Optional)
- 9 Subcontracting If bidder proposes to use subcontractors for this project, list the names/address of the firms, the work to be assigned and if they are a DBE firm. NO SUBS (Optional)
- 10 Staff Provide the number of employees on your staff and the percent (%) of work on this project that will be done by your own staff 100% (Required)
- 11 If you have done business under a different name, please give that name and location: If you have done business under a different name, please give that name and location: SEE ATTACHED SHEET (Optional)
- 12 References List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary. SEE ATTACHED SHEET (Required)
- 13 Grading Mix Bidder shall indicate the characteristics of the commercial grade BP2 mix proposed for use in this work: BP2 (Required)
- 14 Performance and Labor & Material Payment Bond Acknowledgment On award of the Contract, the successful Contractor shall furnish a Performance and Labor & Material Payment Bond in an amount \$750,000.00 (Estimated Value of the Contract) through the life of the contract, guaranteeing faithful compliance with all requirements of the Contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. YES - AGREE (Required)
- 15 Addendums Bidders shall note the changes outlined in Addendum No. 1 & 2 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line. # 1, 2, 3 (Required)
YES AGREE

Line Items

#	Qty	UOM	Description	Response
1	1	PER SQUARE YARD	ASPHALT MILLING: WITH CITY HAUL TRUCKS	\$ <u>1.40</u>

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

2	1	PER SQUARE YARD	ASPHALT MILLING: WITH CONTRACTOR HAUL TRUCKS	\$ <u>2.20</u>
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

3	1	PER SQUARE YARD	ASPHALT MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR RETAINING ASPHALT MILLING	\$ <u>1.40</u>
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

4	1	PER HOUR	Additional work within this bid's scope of services, to include all labor and equipment, if City requires	\$ <u>1500.00</u>
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

5	1	PER SQUARE YARD	CONCRETE MILLING: WITH CITY HAUL TRUCKS	\$ <u>3.72</u>
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

6	1	PER SQUARE YARD	CONCRETE MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR HAULING CONCRETE MILLING	\$ <u>4.²²</u>
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

7	1	PER SQUARE YARD	CONCRETE MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR RETAINING CONCRETE MILLING	\$ <u>3.⁹²</u>
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

8	1	PER HOUR	Additional work within this bid's scope of services, to include all labor and equipment, if City requires	\$ <u>1870⁰⁰</u>
---	---	-------------	--	-----------------------------

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

9	1	PRICE PER TON IN PLACE	OVERLAY	\$ <u>72.⁹⁸</u>
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Item Notes: Furnish all labor, materials and equipment to complete the scope of work as defined herein for OVERLAY:

Supplier Notes: _____

Joe Schroer

Digitally signed by Joe Schroer
 DN: cn=Joe Schroer, o=US, ou=MDOT, ou=Field Office
 Reason: I am approving this document
 Date: 2007.03.06 13:07:11 -0500

MISSOURI DEPARTMENT OF TRANSPORTATION - DIVISION OF MATERIALS
 PLANT MIX BITUMINOUS BP-2

DATE = 03/08/07

CONTRACTOR = APAC

BP07-21

IDENT NO.	PRODUCT CODE	PRODUCER-LOCATION	PI	BULK SP. GR.	APP. SP. GR.	%ABS	FORMATION	LEDGES	% CHERT
75DGG003	100205..LD1	Boone Quarries East (Southdown), Columbia, MO		2.520	2.805	4.0	Chouteau	8-9	4.0
75DGG004	100205..LD2	Boone Quarries East (Southdown), Columbia, MO	NP	2.522	2.762	3.4	Chouteau	8-9	4.0
75DGG005	1002MS..MSLD	Boone Quarries East (Southdown), Columbia, MO	NP	2.528	2.785		Chouteau	8-9	
75TMS005	1002NS..NS1	Capital Sand #2, Jefferson City, MO		2.621	2.671		Missouri River	NS/GV	
75DGG006	1002..RAP1	APAC - Asphalt Plants, Columbia, MO		2.728	2.728		RAP	5.4% AC	
75B2W004	1002..SHGL	APAC - Asphalt Plants, Columbia, MO		2.728	2.728		SHINGLES	28.5% AC	

MATERIAL IDENT #		75DGG003	75DGG004	75DGG005	75TMS005	75DGG006	1002..SHGL	75DGG003	75DGG004	75DGG005	75TMS005	75DGG006	1002..SHGL	COMB.	
07021		1/2"	1/2"	MS	NS	RAP	SHINGLES	25.0	37.0	6.0	12.0	18.0	2.0	GRAD	
3/4"	100.0	100.0	100.0	100.0	100.0	100.0	100.0	25.0	37.0	6.0	12.0	18.0	2.0	100.0	
1/2"	100.0	100.0	100.0	100.0	100.0	98.5	100.0	25.0	37.0	6.0	12.0	17.7	2.0	99.7	
#4	39.0	69.0	99.0	99.0	73.0	91.7		9.8	25.5	5.9	11.9	13.1	1.8	68.1	
#8	8.0	40.0	65.0	95.0	58.0	88.0		2.0	14.8	3.9	11.4	10.4	1.8	44.3	
#30	4.0	18.0	15.0	55.0	41.0	50.6		1.0	6.7	0.9	6.6	7.4	1.0	23.6	
#200	4.0	11.5	6.5	0.4	13.3	24.8		1.0	4.3	0.4		2.4	0.5	8.6	
LABORATORY CHARACTERISTICS		Gmm = 2.455		% VOIDS = 4.0										MIX COMPOSITION	
AASHTO T-312 50 GYRATIONS		Gmb = 2.357		V.M.A. = 13.3										MIN. AGG. 94.6%	
		Gsb = 2.572		% FILLED = 70										VIRGIN ASPHALT CONTENT 4.0%	

CALIBRATION NUMBER = XXXXXX MASTER GAUGE BACK CNT. = A1 = TOTAL AC W/ RAP & SHINGLES' 5.4%
 MASTER GAUGE SER. NO. = SAMPLE WEIGHT = A2 =

Nelson Donald (APAC Missouri)

From: purchasing@gocolumbiamo.com
Sent: Wednesday, November 23, 2011 12:23 PM
To: Nelson Donald (APAC Missouri)
Subject: GoColumbiaMO Bidding Bid Addendum Notification: 28/2012 Addendum 1

Dear Supplier,

An addendum has been issued on the following bid opportunity. To view the amended bid opportunity, login to the site at: <https://customer.ionwave.net/columbia>

Any response data you have entered has been automatically copied to the amended bid.

Addendum Reason: Addendum #1 issued to add Pre-bid meeting and to extend closing date and time as noted above. Please see event activities for information on the pre-bid meeting.

Bid Opportunity Information:

Original Bid Number: 28/2012

New Bid Number: 28/2012 Addendum 1

Bid Title: Milling and Overlay for Columbia Streets Term & Supply

Bid Notes: Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

Issue Date: 11/11/2011 10:00:01 AM Central

Close Date: 12/14/2011 2:00:00 PM Central

It is your responsibility to login to the site and determine if the changes made by the buyer warrant changes in your response. To view the list of changes, select the bid request and click on 'History.'

E-mail Generated: 11/23/2011 12:23:13 PM Central



CITY OF COLUMBIA, MISSOURI
NOTICE TO BIDDERS
ADDENDUM #2

Milling and Overlay for Columbia Streets Term & Supply
RFQ# 28/2012

Bidders shall note these changes to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line. This addendum consists of the following information:

1. Pre-bid Minutes included.
2. List of potential streets attached.
3. No additional changes made.

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 28/2012

Firm APAC - MISSOURI INC Date 12-14-11

Signed [Signature]

Nelson Donald (APAC Missouri)

From: purchasing@gocolumbiamo.com
Sent: Tuesday, December 13, 2011 2:51 PM
To: Nelson Donald (APAC Missouri)
Subject: GoColumbiaMO Bidding Bid Addendum Notification: 28/2012 Addendum 3

Dear Supplier,

An addendum has been issued on the following bid opportunity. To view the amended bid opportunity, login to the site at: <https://customer.ionwave.net/columbia>

Any response data you have entered has been automatically copied to the amended bid.

Addendum Reason: Addendum #3 - Issued for informational clarification only - Tack Oil must be used during the application of the asphalt during the overlay.

Bid Opportunity Information:

Original Bid Number: 28/2012

New Bid Number: 28/2012 Addendum 3

Bid Title: Milling and Overlay for Columbia Streets Term & Supply

Bid Notes: Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

Issue Date: 11/11/2011 10:00:01 AM Central

Close Date: 12/14/2011 2:00:00 PM Central

It is your responsibility to login to the site and determine if the changes made by the buyer warrant changes in your response. To view the list of changes, select the bid request and click on 'History.'

E-mail Generated: 12/13/2011 2:50:38 PM Central

Wednesday, July 01, 2011

To Whom it May Concern

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.

Percent(%) of work done by own staff: 80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts: Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$380,000

Higginsville Airport – Asphalt and Milling \$475,000

City of Columbia Tennis Courts Reconstruction – Drainage, Grading, Base Rock & Asphalt \$600,000

Love's Truck Stop Boonville – Base Rock, Concrete Curbing, Asphalt \$1,110,000

Kirkville High School Track – Reconstruction of Running Track \$450,000

Rte I-70 Boone – Asphalt Paving \$6,000,000

Rte 249 Jasper – Bridge Work \$29,000,000

Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000

City of Boonville – Asphalt Work \$350,000

City of Brookfield – Asphalt and Milling \$250,000

City of Cameron – Asphalt and Milling \$100,000

City of Centerview – Asphalt Work \$190,000

City of Chillicothe – Asphalt and Milling \$250,000

City of Columbia – Asphalt and Milling \$300,000

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

City of Marshall – Asphalt and Milling \$150,000

City of Mexico Lakeview Park and Bike Trail - \$250,000

City of Moberly – Asphalt Work \$250,000

City of Richmond – Asphalt and Milling \$100,000

Southern Boone Co R-I Schools – Base Rock and Asphalt \$100,000

Truman State University – Base Rock and Asphalt \$140,000

University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000

Walgreen's Moberly – Base Rock and Asphalt \$100,000

Wal-Mart Fairview in Columbia –Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

Wednesday, July 01, 2011

To Whom it May Concern

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

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Kirksville High School Track – Reconstruction of Running Track \$450,000

Rte I-70 Boone – Asphalt Paving \$6,000,000

Rte 249 Jasper – Bridge Work \$29,000,000

Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000

City of Boonville – Asphalt Work \$350,000
City of Brookfield – Asphalt and Milling \$250,000
City of Cameron – Asphalt and Milling \$100,000
City of Centerview – Asphalt Work \$190,000
City of Chillicothe – Asphalt and Milling \$250,000
City of Columbia – Asphalt and Milling \$300,000
City of Fulton – Asphalt Work \$250,000
City of Macon – Asphalt Work \$200,000
City of Marshall – Asphalt and Milling \$150,000
City of Mexico Lakeview Park and Bike Trail - \$250,000
City of Moberly – Asphalt Work \$250,000
City of Richmond – Asphalt and Milling \$100,000
Southern Boone Co R-I Schools – Base Rock and Asphalt \$100,000
Truman State University – Base Rock and Asphalt \$140,000
University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000
Walgreen's Moberly – Base Rock and Asphalt \$100,000
Wal-Mart Fairview in Columbia –Asphalt and Street Print \$800,000
Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

**APAC Missouri, Inc.
PO Box 1117
Columbia, MO 65205**

NAME AND
ADDRESS
OF INSURED



**Liberty
Mutual®**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY			
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED					
WORKERS COMPENSATION	<input checked="" type="checkbox"/> POLICY TERM		WA7-C8D-004095-021	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY OR, WI	EMPLOYERS LIABILITY		
	9/1/2012		WC7-C81-004095-011		Bodily Injury by Accident \$1,000,000 Each Accident		
COMMERCIAL GENERAL LIABILITY			TB2-C81-004095-111	General Aggregate	Bodily Injury By Disease \$1,000,000 Policy Limit		
					<input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	Bodily Injury By Disease \$1,000,000 Each Person	
						RETRO DATE	\$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 Per Person / Organization
							Other FIRE DAMAGE \$100,000; PER PROJECT AGGREGATE
							Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
AUTOMOBILE LIABILITY	9/1/2012		AS2-C81-004095-121				
<input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED							
OTHER	9/1/2011 9/1/2012		EW1-68N-025031-011	SIR \$250,000 EXCESS WC-STATUTORY / EL-\$750,000 PER OCC; Auto: Comp Ded \$10,000/Coll Ded \$10,000			

ADDITIONAL COMMENTS
City of Columbia contract #28/2012
City of Columbia named as additional insured. Waiver of Subrogation applies.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 60 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

City of Columbia
701 E Broadway, 5th Floor
Columbia, MO 65201

J. Balazentis
Judith Balazentis
Pittsburgh / 0387 12 Federal Street, Ste. 310 Pittsburgh PA 15212-5706 412-231-1331 1/19/2012
OFFICE PHONE DATE ISSUED

Exhibit B

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of INDIANA, and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Oblige, hereinafter called Owner, in the amount of **Seven Hundred, Fifty Thousand Dollars, (\$750,000.00), DOLLARS**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated 2/29/12, entered into Contract with Owner for: MILLING AND OVERLAY FOR COLUMBIA STREETS, in accordance with specifications prepared by the City of Columbia, 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, 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 or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds 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 its 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 COLUMBIA, MO & SALT LAKE CITY, UT, on this 17TH day of JANUARY, 2012.

(SEAL)

APAC - MISSOURI, INC.

Contractor

By:



(SEAL)

FEDERAL INSURANCE COMPANY

Surety Company

By:

Attorney-in-Fact TINA DAVIS

By:

Missouri Representative TINA DAVIS

MO LICENSE #PR353789

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

Exhibit C

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, APAC - MISSOURI, INC. as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY a corporation organized under the laws of the State of INDIANA, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of **Seven Hundred, Fifty Thousand Dollars, (\$750,000.00)**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated 2/29/12 entered into a Contract with Owner for: **MILLING AND OVERLAY FOR COLUMBIA STREETS** in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Contractor shall promptly make payment 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:

1. 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, or rental of equipment directly applicable to the Contract.
2. 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.
3. No suit or action shall be commenced hereunder by any claimant:
 - i Unless claimant, other than one having a direct Contract 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

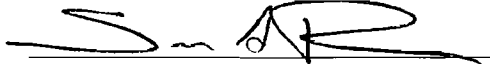
regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

- ii. 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.
 - iii. 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.
4. 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 presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

COLUMBIA, MO & SALT LAKE CITY, UT, on this 17TH day of JANUARY, 2012.

CONTRACTOR: APAC - MISSOURI, INC. (Seal)

BY: 

SURETY COMPANY: FEDERAL INSURANCE COMPANY

BY:  (Seal)
(Attorney-in-Fact) TINA DAVIS

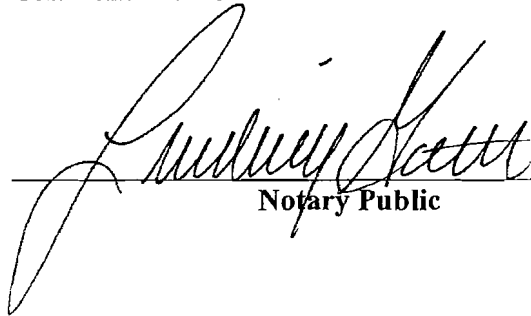
BY: 
(Missouri Representative) TINA DAVIS
MO LICENSE #PR353789

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

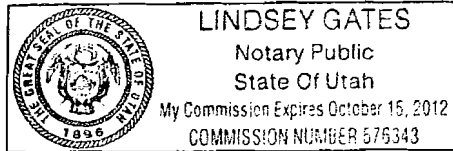
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 17TH day of JANUARY, 2012, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lindsey Gates and Lisa Hall of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of July, 2011.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 5th day of July, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 17TH day of JANUARY, 2012



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

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

State of _____, personally came and appeared _____,
(Name)

_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (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 Industrial Commission of Missouri on the _____ day of _____, 20____,

in carrying out the Contract and work in connection with:

(Name of Project)
located at _____ in
_____ County, Missouri, and completed on the _____ day
of _____, 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of _____, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

My Commission expires _____, 20_____.

(Notary Public)

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

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 _____

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

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	10/11		\$30.76	55	60	\$18.81
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker	8/11		\$27.51	11	8	\$19.84
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer	10/11		\$28.05	12	4	\$12.99
Sheet Metal Worker	9/11		\$29.25	40	23	\$13.85
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage Is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

Building Construction Rates for
BOONE County Footnotes

Section 010

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 - \$34.00, Fringes - \$21.43
All work under \$7 Mil. Total Mech. Contract - \$32.66, Fringes - \$16.04
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 receive 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 receive (8) hours' 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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 weeks 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: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate-plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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 this eight (8) hours is too 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.

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. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, 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					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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.

**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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

WAIVER OF LIENS AFFIDAVIT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor	Address	City	State
------------	---------	------	-------

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20____, covering work to be performed and material to be furnished for:

WHEREAS, Contractor has performed work and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

_____ DOLLARS,
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise. Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

CONTRACTOR

Personally appeared before me, a Notary Public, within and for the County of _____, State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME and acknowledged, that signed the foregoing Affidavit for the purposes therein stated.

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

Signature of Official taking Acknowledgment
My Commission Expires: _____

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

- 6. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
7. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
8. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Boone)
)SS.
State of Missouri)

My name is Shawn A. Riley. I am an authorized agent of APAC
Missouri, Inc. (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the City of
Columbia. This business does not knowingly employ any person who 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 RSMo and shall not thereafter be in
violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all
employees are lawfully present in the United States.

Shawn A. Riley

Affiant

Shawn A. Riley
Printed Name

Subscribed and sworn to before me this 19 day of January, 2012.

Melley E. Sanders
Notary Public

NOTARY PUBLIC
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires April 10, 2013



Company ID Number: 190916

**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 **APAC-Missouri, Inc.** (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).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190916

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

City of Columbia Purchasing

Bid Information

Bid Owner Melinda Pope Buyer
Email mcp@gocolumbiamo.com
Phone +1 (573) 874-7376
Fax +1 (573) 874-7762

Bid Number 28/2012
Title Milling and Overlay for Columbia
 Streets Term & Supply
Bid Type RFQ-F
Issue Date 11/11/2011
Close Date 12/7/2011 2:00:00 PM

Contact Information

Address 701 E. Broadway
 5th Floor
 Columbia, MO 65201

Contact Melinda Pope
Department
Building
Floor/Room
Telephone 573 (874) 7375
Fax 573 (874) 7762
Email mcp@gocolumbiamo.com

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

Bidders may respond to this bid electronically or by hard paper copy. If you have difficulty submitting electronically and elect to submit manually, (hard paper copy) print the "Bid Form" listed under "Documents" in its entirety, complete and submit to City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, Mo 65201 no later than the Closing Date/Time listed here. If bidding electronically answer all questions in this electronic bid and submit electronically. Electronic bonding is now available through Surety2000.com. If you are submitting a paper bond, the original must be delivered to the Purchasing office by closing date and time.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Terms & Conditions of Bidding - Revised 3-1-10.pdf	Terms & Conditions
Header	Sample Contract.pdf	SAMPLE CONTRACT
Header	Insurance Requirements - Construction 1-09.pdf	Insurance Requirement - Construction
Header	Work Authorization Affidavit.pdf	WORK AUTHORIZATION

Header NOTICE OF EXCESSIVE UNEMPLOYMENT.pdf NOTICE OF EXCESSIVE UNEMPLOYMENT

Header Wage Order 18-Increase 10-21-11 with Exhibit E.pdf Prevailing Wage Order

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms & Conditions Acceptance	Bidder agrees to accept the attached Terms & Conditions and the Terms & Conditions in the Sample Contract. Please list if you agree or provide any exceptions in the space provided.	_____ (Required)
2	Term & Supply Contract	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Milling and Overlay Services, as needed and as requested, from date of award through December 31, 2012. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD. The estimated value of this contract is \$750,000 annually. The City reserves the right to increase or decrease this estimate as needed.	_____ (Required)
3	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City.	_____ (Required)
4	Contract Administration Contact	Please provide the contact information for the person in your firm responsible for contracting and authorizing renewals of the contract.	_____ (Required)
5	Prevailing Wage Acknowledgement	All workers (subcontractors included, if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards Prevailing Wage which is attached as part of this bid document. Bidder acknowledges this requirement in the response field to the right. If bidder declares exemption from Prevailing Wage requirements, documentation must be provided with your bid response. This may be faxed separately, before the Closing Date, to Purchasing Division, 573-874-7762, Attention: Marilyn Starke, Purchasing Agent.	_____ (Required)
6	Declaration of bidding without collusion	In submitting this quotation, bidder declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm, or corporation.	_____ (Required)
7	Terms of bid offer	In submitting this bid it is understood that the right is reserved by the City to reject and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.	_____ (Required)

- 8 Certificate of Insurance The City of Columbia's insurance requirements are listed above in the contract terms and conditions attachment (section Contract Stipulations). Bidder acknowledges that these insurance requirements have been reviewed and if awarded a contract, bidder will provide a Certificate of Insurance meeting these requirements as set forth herein. _____ (Required)
- 9 DBE or WBE Certification Is your firm a certified DBE or WBE? If so, what agency are you certified through? _____ (Optional)
- 10 Subcontracting If bidder proposes to use subcontractors for this project, list the names/address of the firms, the work to be assigned and if they are a DBE firm. _____ (Optional)
- 11 Staff Provide the number of employees on your staff and the percent (%) of work on this project that will be done by your own staff _____ (Required)
- 12 If you have done business under a different name, please give that name and location: If you have done business under a different name, please give that name and location: _____ (Optional)
- 13 References List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person, as well as nature and cost of appraisal(s). Attach separate sheet if necessary. _____ (Required)
- 14 Grading Mix Bidder shall indicate the characteristics of the commercial grade BP2 mix proposed for use in this work: _____ (Required)
- 15 Performance and Labor & Material Payment Bond Acknowledgment On award of the Contract, the successful Contractor shall furnish a Performance and Labor & Material Payment Bond in an amount \$750,000.00 (Estimated Value of the Contract) through the life of the contract, guaranteeing faithful compliance with all requirements of the Contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. _____ (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	PER SQUARE YARD	ASPHALT MILLING: WITH CITY HAUL TRUCKS	\$ _____

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

2	1	PER SQUARE YARD	ASPHALT MILLING: WITH CONTRACTOR HAUL TRUCKS	\$ _____
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

3	1	PER SQUARE YARD	ASPHALT MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR RETAINING ASPHALT MILLING	\$ _____
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Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

4	1	PER HOUR	Additional work within this bid's scope of services, to include all labor and equipment, if City requires	\$ _____
---	---	-------------	--	----------

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

5	1	PER SQUARE YARD	CONCRETE MILLING: WITH CITY HAUL TRUCKS	\$ _____
---	---	-----------------------	---	----------

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

6	1	PER SQUARE YARD	CONCRETE MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR HAULING CONCRETE MILLING	\$ _____
---	---	-----------------------	--	----------

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

7	1	PER SQUARE YARD	CONCRETE MILLING: WITH CONTRACTOR HAUL TRUCKS AND CONTRACTOR RETAINING CONCRETE MILLING	\$ _____
---	---	-----------------------	--	----------

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

8	1	PER HOUR	Additional work within this bid's scope of services, to include all labor and equipment, if City requires	\$ _____
---	---	-------------	--	----------

Item Notes: Furnish all labor, supervision, materials and equipment to complete the scope of work as defined herein for MILLING:

Supplier Notes: _____

9	1	PRICE PER TON IN PLACE	OVERLAY	\$ _____
---	---	------------------------------	---------	----------

Item Notes: Furnish all labor, materials and equipment to complete the scope of work as defined herein for OVERLAY:

Supplier Notes: _____

Columbia, Missouri
RFQ # 28/2012
Hominy Water & Sewer Project
Pre-Bid Meeting
9:30 AM, December 1, 2011

1. **Notice to Bidders**
 - Bid opening. – Wednesday, December 14, 2011 at 2:00 PM. Anticipate award within 60 days following bid opening.
2. **Items to be submitted with Bid**
 - Bid submission: Paper bid form or electronic bid submission
 - Acknowledgement of any addendums
3. **Questions**
 1. **Do we have a list of quantities and what about traffic control?** The City will release a list of priority streets that we anticipate having work performed under this contract.
 2. **How will the bid be evaluated and a contractor chosen?** The City will evaluate on qualifications and will use the quantities in the priority streets list included in this addendum to evaluate on pricing.
 3. **When will the City know what streets need to be done and when will the work need to be done?** The City should have a list of streets to the contractor by 2/1/2011. The schedule of work would need to be approved by Public Works and the Contractor. Sam Thomas indicated that he is flexible on the scheduling but will need sufficient notice so that he can notify the public and/or MoDOT.
 4. **Will night or weekend be required?** The City will not require night or weekend work but it might be recommended for areas like Broadway. The schedule would be agreed upon by Public Works and the Contractor.
 5. **What about asphalt pricing, will an index be used?** The contract price may be adjusted monthly and should match the MoDOT index or can be increased the same amount as the City contract. Example: If the price per ton on the City contract increases from \$60.00 to \$62.00 then the contractor may increase his unit price by \$2 for that month.
 6. **What about Traffic Control or other costs?** The overlay rate should be all inclusive.



RFQ 28/2012
Addendum No.2
Released: 12/6/2011

CITY OF COLUMBIA, MISSOURI
NOTICE TO BIDDERS
ADDENDUM #2

Milling and Overlay for Columbia Streets Term & Supply
RFQ# 28/2012

Bidders shall note these changes to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line. This addendum consists of the following information:

1. Pre-bid Minutes Included.
2. List of potential streets attached.
3. No additional changes made.

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 28/2012

Firm _____ Date _____

Signed _____

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT LIMITS NOT LISTED BELOW.

This is to Certify that

APAC Missouri, Inc.
PO Box 1117
Columbia, MO 65205

NAME AND
 ADDRESS
 OF INSURED



**Liberty
 Mutual®**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2012		WA7-C8D-004095-021	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTIC STATES AND NY	EMPLOYERS LIABILITY
			WC7-C81-004095-011		
					Bodily Injury By Disease \$1,000,000 Policy Limit
					Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2012		TB2-C81-004095-111	General Aggregate	\$2,000,000
				Products / Completed Operations Aggregate	\$2,000,000
				Each Occurrence	\$2,000,000
				Personal & Advertising Injury	\$2,000,000 Per Person / Organization
				Other FIRE DAMAGE \$100,000; PER PROJECT AGGREGATE	Other
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2012		AS2-C81-004095-121	\$2,000,000	Each Accident—Single Limit B.I. And P.D. Combined
					Each Person
					Each Accident or Occurrence
					Each Accident or Occurrence
OTHER				SIR \$250,000 EXCESS WC-STATUTORY / EL-\$750,000 PER OCC; Auto: Comp Ded \$10,000/Coll Ded \$10,000	
ADDITIONAL COMMENTS #28/2012 - Milling and Overlay for Columbia Term and Supply Boone County named as additional insured. Waiver of Subrogation applies.					

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW)
 BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
 INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 60 DAYS NOTICE
 OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
 Insurance Group

Boone County Purchasing
 613 E Ash, Rm 109
 Columbia, MO 65201

J. Balazentis
 Judith Balazentis
 AUTHORIZED REPRESENTATIVE
 Pittsburgh / 0387
 12 Federal Street, Ste. 310
 Pittsburgh PA 15212-5706 412-231-1331 3/15/2012
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10
 LDI COI 268896 02 11

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

_____ as Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

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

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
SEVEN HUNDRED FIFTY THOUSAND AND 00/100 (\$750,000.00) Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 28/2012
Milling and Overlay Term and Supply
BOONE COUNTY, MISSOURI**

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or

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

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 COLUMBIA, MO & SALT LAKE CITY, UT, on this 14TH day of MARCH, 2012.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: Chad A. Girard, Vice President

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: Lisa Hall

LISA HALL, MO LICENSE #8074054

(Attorney-In-Fact)

BY: Lisa Hall

LISA HALL, MO LICENSE #8074054

(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: FEDERAL INSURANCE COMPANY

Phone Number: 801-533-3624

Address: 15 MOUNTAIN VIEW RD
WARREN, NJ 07059

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

_____,
as Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of
INDIANA _____, and authorized to transact business in the State of
Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of
Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of

SEVEN HUNDRED FIFTY THOUSAND AND 00/100 _____ DOLLARS

(\$750,000.00 _____), for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents:

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

BID NUMBER 28/2012
Milling and Overlay Term and Supply
BOONE COUNTY, MISSOURI

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such

claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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


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

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

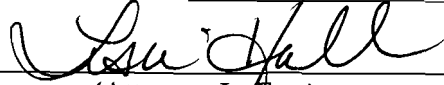
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT on this 14TH day of MARCH 20 12.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY:


Chad A Girard, Vice President

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 
(Attorney-In-Fact) LISA HALL, MO LICENSE #8074054

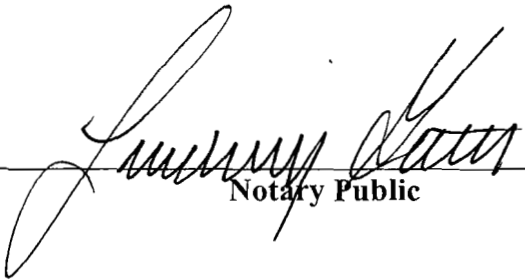
BY: 
(Missouri Representative) LISA HALL, MO LICENSE #8074054

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

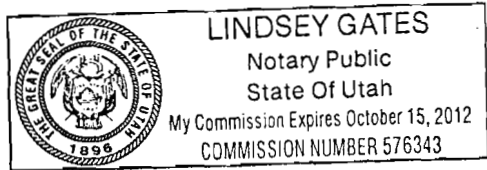
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 14TH day of MARCH, 2012, before me personally came LISA HALL to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

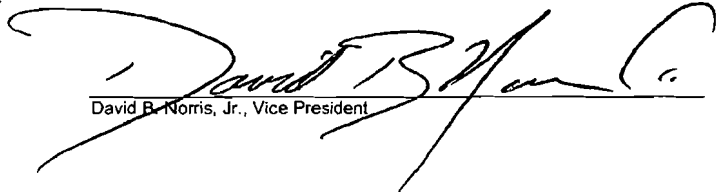
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lindsey Gates and Lisa Hall of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **5th** day of **July, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President


STATE OF NEW JERSEY
County of Somerset ss.

On this **5th** day of **July, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 14TH day of MARCH, 2012




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri cooperative contract C110011001 – Fire Alarm Test & Inspect / Sprinkler Test & Inspect for Boone County: Courthouse, Government Center, Annex, Fairgrounds, Johnson Building, Juvenile Justice Center, and North Facility with SimplexGrinnell. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 2nd day of April, 2012.

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

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 23, 2012
RE: State of Missouri Cooperative Contract for C110011001 – Fire Alarm Test & Inspect / Sprinkler Test & Inspect for Boone County: Courthouse, Government Center, Annex, Fairgrounds, Johnson Building, Juvenile Justice Center, and North Facility

Purchasing and Facilities Maintenance request permission to utilize State of Missouri cooperative contract C110011001 – Fire Alarm Systems Inspection Services with SimplexGrinnell of Columbia, MO.

This contract is for Fire Alarm & Sprinkler Test and Inspect the following Boone County locations: Courthouse, Government Center, Annex, Fairgrounds, Johnson Building, Juvenile Justice Center, and North Facility for a total contract price of \$6,304.69. Invoices will be paid from department 6100 – Facilities and Grounds Maintenance, account 71100 – Outside Services. \$11,730 remains in the account at this time.

cc: Contract File
Bob Davidson, Facilities Maintenance

**PURCHASE AGREEMENT FOR
FIRE ALARM TEST AND INSPECT / SPRINKLER TEST AND INSPECT SERVICES
For the following Boone County Locations: Courthouse, Government Center, Annex,
Fairgrounds, Johnson Building, Juvenile Justice Center, North Facility**

THIS AGREEMENT dated the 2 day of April 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SimplexGrinnell** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Fire Alarm Test and Inspect / Sprinkler Test and Inspect Services for Boone County Courthouse, Government Center, Annex, Fairgrounds, Johnson Building, Juvenile Justice Center and North Facility** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C110011001**, SimplexGrinnell's attached Service Solution, Summary of Services, and pricing pages applicable to Boone County, Prevailing Wage Order 18 with Excessive Unemployment, Work Authorization Certification, Insurance Requirements, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or State of Missouri file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the State of Missouri Contract **C110011001** shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Fire Alarm Test and Inspect / Sprinkler Test and Inspect Services on an annual basis per the pricing outlined on the attached SimplexGrinnell Service Solution for the following totals:

Boone County Courthouse:	
Sprinkler Test & Inspect	\$518.08
Fire Alarm Test & Inspect	\$1,831.44
Boone County Government Center	
Fire Alarm Test & Inspect	\$886.46
Sprinkler Test & Inspect	\$222.85
Boone County Annex	
Fire Alarm Test & Inspect	\$315.37

Boone County Fairgrounds	
Sprinkler Test & Inspect	\$792.37
Fire Alarm Test & Inspect	\$325.86
Johnson Building	
Fire Alarm Test & Inspect	\$313.98
Boone County Juvenile Justice Center	
Fire Alarm Test & Inspect	\$613.95
Sprinkler Test & Inspect	\$148.57
Boone County North Facility	
Fire Alarm Test & Inspect	\$335.76

For a total contract price of Six Thousand Three Hundred Four Dollars and Sixty Nine Cents (\$6,304.69).

3. **Contract Duration** - This agreement shall commence on **date written above and extend through February 28, 2013** subject to the provisions for termination specified below. Contract may be **renewed by order of the County for four additional one-year periods.**

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.

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

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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.

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #:156896

Quote #: 155291

Term:01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

Boone County Courthouse *Facilities*

~~701 E Walnut St~~ *613 E. Ash*

COLUMBIA, MO 65201-4467

Service Location:

Boone County Courthouse

701 E Walnut St

COLUMBIA, MO 65201-4467

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Sprinkler Test & Inspect			\$518.08
WET SPRINKLER SYSTEM			
Dry Pipe System Annual Test (Includes Tamper, Pressure Switch, Low Air, Gate Valve, Fire Dept Connection, Hydraulic Nameplate Verification, Trip Test)	1	Annual	
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Water Flow Switch (Each Additional)	8	Annual	
Tamper Switch	8	Annual	
Total Recurring Annual Investment:			\$518.08

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #: 156896

Quote #: 156845

Term: 01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*

~~701 E Walnut St~~ *613 E. Ash*

COLUMBIA, MO 65201-4467

Service Location:

Boone County Courthouse

701 E Walnut St

COLUMBIA, MO 65201-4467

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$1,831.44
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	34	Annual	
Heat Detector Restorable	3	Annual	
Duct Sensor Addressable	10	Annual	
Pull Station	17	Annual	
Audio-Visual Unit Addressable	174	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Total Recurring Annual Investment:			\$1,831.44

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #:156896

Quote #: 156896

Term:01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*

~~701 E Walnut St~~ *613 E. Ash*

COLUMBIA, MO 65201-4467

Service Location:

Boone County Government Center

801 E Walnut St

COLUMBIA, MO 65201-4890

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$886.46
GAMEWELL FIRE ALARM SYSTEM			
Main Fire Alarm Panel	2	Annual	
Fire Alarm Battery (each)	2	Annual	
Smoke Detector with Heat Conventional	11	Annual	
Heat Detector Restorable	2	Annual	
Duct Sensor Addressable	2	Annual	
Pull Station	15	Annual	
Audio-Visual Unit Addressable	54	Annual	
Elevator Recall	1	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Total Recurring Annual Investment:			\$886.46

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse
Date: 23-MAR-12
Proposal #: 156896
Quote #: 156904
Term: 01-MAR-12 to 28-FEB-13

SimplexGrinnell
Sales Representative:
JEFFREY RAYMOND REINHART
3787 RIDER TRL S
EARTH CITY, MO 63045-1114
JReinhart@simplexgrinnell.com

Billing Customer:
~~Boone County Courthouse~~ *Facilities*
~~701 E Walnut St~~ *613 E. Ash*
COLUMBIA, MO 65201-4467

Service Location:
Boone County Government Center
801 E Walnut St
COLUMBIA, MO 65201-4890

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Sprinkler Test & Inspect			\$222.85
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Water Flow Switch (Each Additional)	3	Annual	
Tamper Switch	3	Annual	
Total Recurring Annual Investment:			\$222.85

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #:156896

Quote #: 156907

Term:01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*
~~701 E Walnut St~~ *613 E. Ash*
COLUMBIA, MO 65201-4467

Service Location:

Boone County Annex

613 East Ash Street

COLUMBIA, MO 65201-4460

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$315.37
FCI PROG SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Smoke Sensor Addressable	5	Annual	
Duct Sensor Addressable	1	Annual	
Pull Station	4	Annual	
Audio-Visual Unit Addressable	11	Annual	
Total Recurring Annual Investment:			\$315.37

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12
Proposal #: 156896
Quote #: 156908
Term: 01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:
JEFFREY RAYMOND REINHART
3787 RIDER TRL S
EARTH CITY, MO 63045-1114
JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~
701 E Walnut St
COLUMBIA, MO 65201-4467

Facilities
613 E. Ash

Service Location:

Boone County Fairgrounds
5000 N OAKLAND GRAVEL RD
COLUMBIA, MO 65202-8058

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Sprinkler Test & Inspect			\$792.37
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Fire pump electric without flow meter	1	Annual	
Total Recurring Annual Investment:			\$792.37

Excludes applicable Sales Tax
Service Solution Valid for 45 Days

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #:156896

Quote #: 156911

Term:01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*

~~701 E Walnut St~~ *613 E. Ash*

COLUMBIA, MO 65201-4467

Service Location:

Johnson Building

601 E Walnut Street #205

COLUMBIA, MO 65201

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$313.98
MULTI-VENDOR OTHER NON PROGRAMABLE			
Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	7	Annual	
Duct Detector Conventional	1	Annual	
Elevator Recall	1	Annual	
Total Recurring Annual Investment:			\$313.98

***Excludes applicable Sales Tax
Service Solution Valid for 45 Days***

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #:156896

Quote #: 156918

Term:01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*

~~701 E Walnut St~~ *613 E. Ash*

COLUMBIA, MO 65201-4467

Service Location:

Boone County Juvenile Justice Center

5665 ROGER I WILSON MEMORIAL DR

COLUMBIA, MO 65202

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$613.95
FCI PROG SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Smoke Sensor Addressable	25	Annual	
Heat Detector Restorable	4	Annual	
Duct Sensor Addressable	8	Annual	
Pull Station	4	Annual	
Audio-Visual Unit Addressable	13	Annual	
Total Recurring Annual Investment:			\$613.95

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #: 156896

Quote #: 156920

Term: 01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ Facilities
701 E Walnut St 613 E. Ark
COLUMBIA, MO 65201-4467

Service Location:

Boone County Juvenile Justice Center
5665 ROGER I WILSON MEMORIAL DR
COLUMBIA, MO 65202

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Sprinkler Test & Inspect			\$148.57
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
Total Recurring Annual Investment:			\$148.57

***Excludes applicable Sales Tax
Service Solution Valid for 45 Days***

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #:156896

Quote #: 156922

Term:01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*
~~701 E Walnut St~~ *613 E Ash*
COLUMBIA, MO 65201-4467

Service Location:

Boone County Government North Facility
5501 N OAKLAND GRAVEL RD
COLUMBIA, MO 65202

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$335.76
MULTI-VENDOR OTHER NON PROGRAMABLE			
Main Fire Alarm Panel	1	Annual	
Smoke Detector with Heat Conventional	4	Annual	
Total Recurring Annual Investment:			\$335.76

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

Service Solution

Customer: Boone County Courthouse

Date: 23-MAR-12

Proposal #: 156896

Quote #: 160525

Term: 01-MAR-12 to 28-FEB-13

SimplexGrinnell

Sales Representative:

JEFFREY RAYMOND REINHART

3787 RIDER TRL S

EARTH CITY, MO 63045-1114

JReinhart@simplexgrinnell.com

Billing Customer:

~~Boone County Courthouse~~ *Facilities*

~~701 E Walnut St~~ *613 E. Ash*

COLUMBIA, MO 65201-4467

Service Location:

Boone County Fairgrounds

5000 N OAKLAND GRAVEL RD

COLUMBIA, MO 65202-8058

INVESTMENT SUMMARY

<u>Service/Product Description</u>	<u>Quantity</u>	<u>Frequency</u>	<u>Investment</u>
Recurring Annual Investment			
Fire Alarm Test & Inspect			\$325.86
FCI FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Pull Station	17	Annual	
Audio-Visual Notification Conventional	26	Annual	
Total Recurring Annual Investment:			\$325.86

*Excludes applicable Sales Tax
Service Solution Valid for 45 Days*

SUMMARY OF SERVICES

Sprinkler Test & Inspect - WET SPRINKLER SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Each switch is operated semiannually to initiate an alarm trouble signal

Fire Alarm Test & Inspect - MULTI-VENDOR OTHER NON PROGRAMABLE

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - GAMEWELL FIRE ALARM SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - FCI FIRE ALARM SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - SIMPLEX PROG 4100U SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - FCI PROG SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Smoke Detector Cleaning - 50% of Devices Annual

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings.

Smoke Detector Sensitivity Testing - 50% of Devices Annual

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

SimplexGrinnell BE SAFE.

SPECIAL PROVISIONS:

This Agreement is priced off of the State of Missouri / SimplexGrinnell WSCA contract. All WSCA terms and conditions apply. This is a one year agreement with four renewal options.

The billing address for this contract will be the Boone County Annex address.
613 E. Ash St.
Columbia, MO 65201-4460

If any inspection require lift rental additional charges may apply.

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

County of St. Louis)

State of MO)ss
)

My name is James Bazzell. I am an authorized agent of Simplexbrinnell

(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.

James Bazzell 12-2-11
Affiant Date
James Bazzell
Printed Name

Subscribed and sworn to before me this 2nd day of December, 2011.

Laura Winkler
Notary Public

LAURA WINKLER
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis City
My Commission Expires: 04/28/2012
ID. #08545369

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

Company ID Number: 62038
Client Company ID Number: 265343

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **SimplexGrinnell** (Employer), and **Checkpast** (Designated Agent) regarding the Employer's and Designated Agent'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), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of 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 (through the Designated Agent) with available information that will allow 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 the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

Company ID Number: 62038
Client Company ID Number: 265343

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 E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

Company ID Number: 62038
Client Company ID Number: 265343

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

Company ID Number: 62038
Client Company ID Number: 265343

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

Company ID Number: 62038
Client Company ID Number: 265343

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance

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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Institutions of higher education, State, local and tribal governments and

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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

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PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Company ID Number: 62038
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- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

SimplexGrinnell (Employer) hereby designates and appoints **Checkpast** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **SimplexGrinnell** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 62038
Client Company ID Number: 265343

Approved by:

Employer SimplexGrinnell

Name (Please Type or Print)

Title

Signature

Date

Designated Agent Checkpast

Matthew J Levine

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/16/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/23/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 62038
Client Company ID Number: 265343

Information Required For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: SimplexGrinnell

Company Facility Address: Town Center RD

6000 Ranch, FL 33486

County or Parish: PALM BEACH

Employer Identification

Number: 582608061

North American Industry
Classification Systems

Code: 238

Parent Company: Tyco International

Number of Employees: 10,000 and over



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

November 04, 2010

CONTRACT TITLE: FIRE SUPPRESSION SERVICES

CURRENT CONTRACT PERIOD: November 1, 2010 through October 31, 2011

BUYER INFORMATION: Tammy Michel
573-751-3114
Tammv.michel@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	October 7, 2009 through October 31, 2009	October 31, 2012

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR PUBLIC USE ONLY.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.
*This contract has been established for the convenience of state agencies.
Local Purchase Authority may be used to purchase services included in this contract
from an alternative source at the discretion of the agency.*

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C110011001	5826088610 5	SimplexGrinnell 6305 Southwest Rosewood Street Lake Oswego, Oregon 97305 Contact: Tom Staves Phone: 443-676-8813 Fax: 978-731-4034 Email: tstaves@simplexgrinnell.com	NO	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
11/01/10 – 10/31/11	11/04/10	Renewal of Contract.
11/01/09 – 10/31/10	12/23/09	The pricing pages have been revised and state agencies are advised to contact Simplex Grinnell for their pricing. Pricing previously stated was those of the State of Nevada.
11/01/09 – 10/31/10	11/01/09	Renewal of Contract
10/7/09 – 10/31/09	10/07/09	Initial issuance of new statewide contract

GENERAL INFORMATION/PRICING PAGE

Purpose: Contract C110011001 has been established for state agencies for the provision of fire suppression services.

Pricing: For contract pricing for the following and prevailing wage rate pricing see:
<http://purchasing.state.nv.us/fire.htm>

1. New Products and Services

- a. Special Hazard/Gas Suppression System
- b. Foam Agent Fire Suppression System
- c. Kitchen Fire Suppression System
- d. Portable Fire Suppression System
- e. Fire Hose Inspection
- f. Self-Contained Breathing Apparatus
- g. Emergency Lighting
- h. Intrusion System Inspection
- i. Access Control Maintenance
- j. Closed Circuit Television Maintenance
- k. Sound & Communication System Maintenance
- l. Nurse Call System Inspection

2. Fire Alarm Contract (Conventional)

- a. Control Equipment
- b. Emergency voice/alarm communications equipment
- c. Initiating Devices
- d. Supervisory Devices
- e. Misc
- f. Alarm Notification Appliances
- g. Misc.
- h. Monitoring

3. Suppression Services SIN 561-002

- a. Fire Sprinkler Systems
- b. Fire Pumps
- c. Back Flow Preventers

Contact: Please contact the Buyer if you have questions.

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573-526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
You may also e-mail form to the buyer as an attachment at
tammy.michel@oa.mo.gov

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

***** NOW IN EFFECT *****

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 – 290.580 RSMo, at

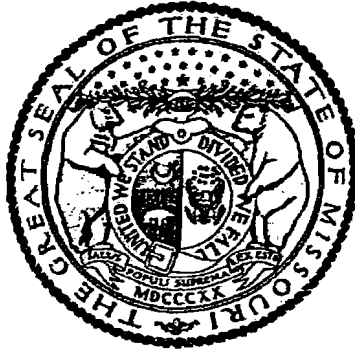
<http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

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			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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 this eight (8) hours is too 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.

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 proceeding 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. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, 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					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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.

**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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

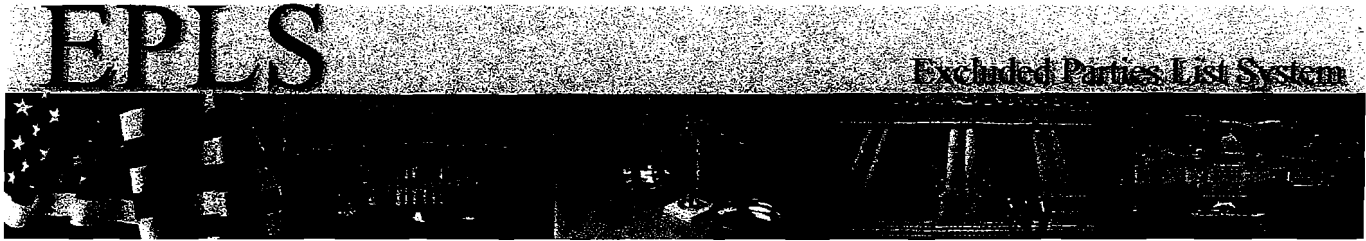
HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : simplex

State : MISSOURI

As of 15-Dec-2011 10:07 AM EST

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

***** NOW IN EFFECT *****

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at

http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 - 290.580 RSMo, at

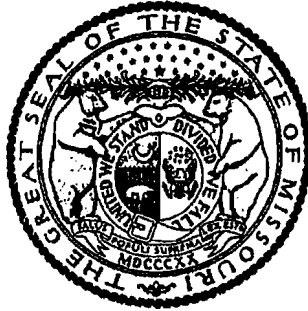
<http://www.moga.mo.gov/statutes/C290.HTM>.

Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

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			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Milwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$28.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING 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. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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. 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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 weeks 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: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his 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 at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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.

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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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 this eight (8) hours is too 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.

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. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, 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.

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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.

**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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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.

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the

2nd

day of April

20 12

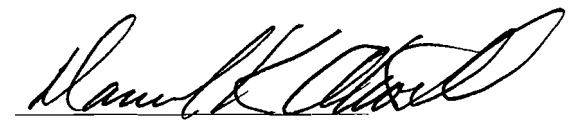
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the grant application by the Sheriff's Department for a Missouri Department of Public Safety Multi-Jurisdictional Cyber Crime Grant in the amount of \$116,803.47. It is further ordered the Presiding Commissioner is hereby authorized to sign said application.

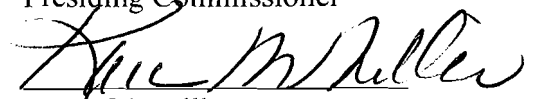
Done this 2nd day of April, 2012.

ATTEST:

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



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

BOONE COUNTY SHERIFF'S DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Sheriff Carey
FROM: Andy Anderson
DATE: 3-13-2012
SUBJECT: 2012/13 Cyber Crimes Grant

Please find attached an application for this next Cyber Crimes grant. This grant covers an eight month period from July 1, 2012 through February 28, 2013. This grant is a pass through money from the Federal government which expires February 28, 2013. We will have to apply for another grant to cover the remainder of the fiscal year.

This grant application must be approved and authorized by the Presiding County Commissioner and submitted to the Missouri Department of Public Safety electronically prior to the deadline date or the grant application will be locked. **Therefore I need the authorization to submit this application no later than April 12, 2012.**

This grant is submitted electronically so the Presiding Commissioner does not need to sign anything I submit the grant verifying his approval. I would suggest for our records he sign this document, however. The attached document is a print off of the electronic application. It therefore does not print and look as neat as a typical written application would.

Please feel free to contact me if you or anyone else in the process has a question about this application.

Missouri Department of Public Safety

Application

07151 - 2012 MJCCG - Final

**07632 - Boone County Sheriff's Department Cyber Crimes Task Force
Multi-Jurisdictional Cyber Crime Grant (MJCCG)**

Status: Editing **Submitted Date:**

Applicant Information

Primary Contact:

Name:* Mr. Andy Anderson
Title First Name Last Name

Job Title: Detective

Email: AAnderson@Boonecountymo.org

Mailing Address: 2121 County Drive

Street Address 1:

Street Address 2:

***** Columbia Missouri 65202
City State/Province Postal Code/Zip

Phone:* 573-442-4313

Fax: 573-442-4966 Ext.

Organization Information

Applicant Agency: Boone County, Cyber Task Force

Organization Type: Government

Federal Tax ID#: 436000349

DUNS #: 182739177

CCR Code: 4KKC8 05/25/2012
Valid Until Date

Organization Website: www.showmeboone.com

Mailing Address: 801 E. Walnut Street

Street Address 1:

Street Address 2:

***** Columbia Missouri 65201 7732
City State/Province Postal Code/Zip + 4

County: Boone

Congressional District: 09

Phone:* 573-886-4305

Fax: 573-886-4311 Ext.

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, State Department Director).

Name:*

Job Title: Presiding Commissioner
Agency: Boone County Commission
Mailing Address: 801 East Walnut Street
 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Mr. Dan Atwill
 Title First Name Last Name

Street Address 1: If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:
City/State/Zip:*

Columbia Missouri 65201
 City State Zip

Email: DAtwill@boonecountymo.org

Phone:* 573-886-4305

Ext.

Fax: 573-886-4311

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. If the project agency is a law enforcement agency, the Project Director must be the Chief or Sheriff of the law enforcement agency.

Name:*

Job Title: Boone County Sheriff
Agency: Boone County Sheriff's Department
Mailing Address: 2121 County Drive
 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Sheriff Dwayne Carey
 Title First Name Last Name

Street Address 1: If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address 2:
City/State/Zip:*

Columbia Missouri 65202
 City State Zip

Email: DCarey@boonecountymo.org

Phone:* 573-875-1111

Ext.

Fax: 573-876-6113

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance).

Name:*

Job Title: Boone County Treasurer
Agency: Boone County Treasurer's Office
Mailing Address: 801 East Walnut Street
 Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Ms. Nicole Galloway
 Title First Name Last Name

Street Address

1: If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address

2:

City/State/Zip:*

Columbia Missouri 65201
City State Zip

Email: NGalloway@boonecountymo.org

Phone:*

573-886-4367

Ext.

Fax 573-886-4369

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.

Name:

Mr. Andy Anderson
Title First Name Last Name

Job Title: Detective

Agency: Boone County Sheriff's Department

Mailing Address: 2121 County Drive

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 2111 County Drive

1: If a PO Box is entered on the Mailing Address line, enter the physical street address here.

Street Address

2:

City/State/Zip:

Columbia Missouri 65202
City State Zip

Email: AAnderson@boonecountymo.org

Phone:

573-442-4313

Ext.

Fax: 573-442-4966

Project Summary

Application Type: Continuation

Current Contract Number(s): 2009-MJCCG-014

Program Category: Law Enforcement

Project Type: Regional

Geographic Area: The Cyber Crimes Task Force services a seven county area in Mid-Missouri. This area includes the counties of Boone, Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest municipalities in each county are Columbia, Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly, respectively.

Brief Summary:

The Boone County Sheriff's Department Cyber Crime Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and Internet within the Mid-Missouri area. The major focus of this task force is the detection and investigation of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, cyber bullying, trafficking of illegal narcotics to minors, terrorist threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, or other electronic media. This task force also provides forensic examinations of computers and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. To improve public safety, investigators assigned to this task force participate in a public awareness and education program to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet. These programs also serve to educate the public on methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public and private schools, parent organizations, civic groups, religious organizations, local media, and other group meetings.

**Program
Income
Generated:**

Yes

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost
Mark Sullivan	Detective/Forensic Examiner	Retained	FT	\$1,765.60	17.0	100.0	\$30,015.20
Tracy Perkins	Detective	Retained	FT	\$1,790.40	17.0	100.0	\$30,436.80
							\$60,452.00

Personnel Justification

If personnel is not included in the budget, skip this section.

If personnel is included in the budget, provide justification for each position. If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If a salary increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Personnel Justification

Detective Tracy Perkins is a certified law enforcement officer with over 18 years of law enforcement experience. Perkins has been assigned to the Task Force since 2007 and has 455 hours of specialized training in investigating Internet and technology related offenses. This detective's primary area of responsibility is to conduct reactive and covert Internet crimes investigations, conduct surveillance details, testify in state and federal criminal proceedings, obtain and serve search warrants, prepare and participate in public awareness and education programs, and attend training. This detective is also the primary investigator for investigations into the distribution of child pornography through file sharing programs. This grant will retain this position.

Detective Mark Sullivan is a certified law enforcement officer with 17 years of law enforcement experience. Sullivan has approximately 800 hours of specialized training into the investigation of Internet and technology related offenses with a specialty in forensic examination of computers and cellular telephones. As of this time Sullivan is our only cellular telephone examiner. Although Sullivan's primary responsibility is the forensic examination of electronic evidence, he occasionally investigates Internet crime complainants, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training. This grant will retain this position.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
Dental Insurance	Dental Insurance	\$27.40	17.0	100.0	\$465.80
					\$465.80
FICA/Medicare	FICA/Medicare	\$60,452.00	0.0765	100.0	\$4,624.58
					\$4,624.58
Life Insurance	Life Insurance	\$3.61	17.0	100.0	\$61.37
					\$61.37
Long-Term Disability	Disability	\$60,452.00	0.0029	100.0	\$175.31
					\$175.31
Medical Insurance	Health Insurance	\$365.40	17.0	100.0	\$6,211.80
					\$6,211.80
Pension/Retirement	401A	\$30.00	17.0	100.0	\$510.00
					\$510.00
Workers Comp	Workers Compensation	\$60,452.00	0.0326	100.0	\$1,970.74
					\$1,970.74
					\$14,019.60

Personnel Benefits Justification

If personnel benefits are not included in the budget, skip this section.

If personnel benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Benefits Justification

All benefits paid to Task Force members are determined by calculations provided by each investigator's sending agency. Tracy Perkins and Mark Sullivan's benefits are those paid all officers with the Boone County Sheriffs' Department.

Dental Insurance is insurance to pay basic dental care for employee

FICA Medicare is payments to US government for medicare insurance

Life Insurance is life insurance paid for each employee

Long-Term Disability is insurance to pay for long term disability insurance in case an employee is disabled for an extended period.

Medical Insurance is insurance paid for the employee only for health insurance.

Pention/Retirement is the county's portion of payments made to the employees retirement fund.

Workers Comp is money paid to for insurance in case the employee is injured on the job.

Personnel Overtime

Name	Title	Hourly Overtime Pay	Hours on Project	Total Cost
Andy Anderson	Detective/Forensic Examiner	\$36.00	70.0	\$2,520.00
Crystal Becker	Investigative Specialist	\$28.64	10.0	\$286.40
Mark Sullivan	Detective/Forensic Examiner	\$33.11	70.0	\$2,317.70
Monica Burke	Investigative Specialist	\$21.15	10.0	\$211.50
Tracy Perkins	Detective	\$33.57	70.0	\$2,349.90
				\$7,685.50

Personnel Overtime Justification

If overtime is not included in the budget, skip this section.

If overtime is included in the budget, provide justification for the expense. Describe why overtime funding is necessary and how it will aid in the success of the project.

If an overtime pay rate increase is included, address the individual's eligibility for such increase, the percentage of increase, and the effective date of the increase.

Overtime Justification

Overtime is based on hours worked during the 2011 calendar year. Overtime is being sought for the two investigators being retained by this grant, for one investigator/forensic examiner who is assigned fulltime to the task force by the Boone County Sheriff's Department. Overtime is also being sought for two female officers who work part time for the Task Force as decoys. This overtime is calculated at an average of 2 hours of overtime per week times 35 weeks for full time investigators. Overtime for investigative specialists is estimated at 10 hours. Overtime will be used as needed and may vary in specific hours and personnel as estimated on the overtime budget page.

Over the past year the task force has conducted 137 investigations, performed over 214 forensic examinations, served 92 subpoenas, served 39 search warrants, and gave 48 presentations on Internet safety. In order to achieve these results task force members must work more than 40 hours per week. With trials, surveillance details, search warrants, and presentations, often these events occur after normal business hours. Overtime is needed to pay for these endeavors. Without overtime funding, these accomplishments would be drastically reduced.

Detective Andy Anderson is a certified law enforcement officer with over twenty-six years of law enforcement experience. Anderson has been conducting Internet related investigations since 1999 and was assigned to the Task Force in 2007. Anderson has over 665 hours of specialized training in the investigation of Internet and technology related offenses including the forensic examination of electronic media. This detective is the coordinator of the Task Force and therefore is responsible for the day-to-day operations of the Task Force. Additionally, this investigator conducts reactive and covert Internet crime investigations, conducts surveillance details, testifies in state and federal criminal proceedings, obtains and serves search warrants, prepares and participates in public awareness and education programs, and attends training.

Officer Crystal Becker is an officer with the University Of Missouri Police Department. Becker's primary responsibilities will be to assist with undercover investigations into the enticement of children over the Internet and obscenity toward children over the Internet. Officer Becker has already supplied decoy photographs of her to use in these investigations. She may also perform telephone and webcam conversations with suspects when necessary and will act as an undercover decoy during meetings with suspects.

Monica Burke is employed by the Boone County Sheriff's Department and is currently assigned to the

Corrections facility. Burke has assisted the Task Force previously by providing photographs and conducting telephone conversations with suspects in a variety of Internet related crimes against children and by posing as a decoy child. Burkes duties will be to assist with undercover investigations by conducting telephone and webcam, conversations with suspects and act as a decoy for suspects attempting to meet children for sexual purposes.

Personnel Overtime Benefits

Category	Item	Overtime/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost
FICA/Medicare	FICA	\$7,685.50	0.0765	100.0	\$587.94
					\$587.94
Workers Comp	Workers Comp	\$7,685.50	0.0326	100.0	\$250.55
					\$250.55
					\$838.49

Personnel Overtime Benefits Justification

If overtime benefits are not included in the budget, skip this section.

If overtime benefits are included in the budget, provide justification for each fringe benefit. If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Overtime Benefits Justification

FICA Medicare is payments to US government for medicare insurance

Workers Comp is money paid to for insurance in case the employee is injured on the job.

Travel/Training

Category	Item	Unit Cost	Duration	Number	Total Cost
Airfare/Baggage	Macintosh Forensic In-Depth Analysis-Airfare	\$500.00	1.0	1.0	\$500.00
Lodging	Macintosh Forensic In-Depth Analysis-Hotel	\$121.00	1.0	5.0	\$605.00
Meals	Macintosh Forensic In-Depth Analysis-Meals	\$50.00	1.0	5.0	\$250.00
Airport Parking	Macintosh Forensic In-Depth Analysis-Parking	\$10.00	1.0	5.0	\$50.00
Registration Fee	Macintosh Forensic In-Depth Analysis-Registration	\$2,700.00	1.0	1.0	\$2,700.00
Airfare/Baggage	National CAC Conference-Airfare/Baggage	\$615.00	1.0	5.0	\$3,075.00
Airport Parking	National CAC Conference-Airport Parking	\$9.00	5.0	1.0	\$45.00
Lodging	National CAC Conference-Lodging	\$152.00	4.0	5.0	\$3,040.00
Meals	National CAC Conference-Meals	\$50.00	4.0	5.0	\$1,000.00
Misc. Shuttles/Taxis/Tolls/Parking	National CAC Conference-Misc Shuttles/Taxis/Tolls/Parking	\$25.00	2.0	5.0	\$250.00
Registration Fee	National CAC Conference-Registration	\$515.00	1.0	5.0	\$2,575.00
					\$14,090.00

Travel/Training Justification

If travel/training is not included in the budget, skip this section.

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

Travel/Training Justification

BBT-300 Macintosh Forensics In-Depth Analysis is held in San Jose, California October 15th through October 19th. This course will show the experienced Windows OS forensic analyst how to best analyze images, passwords and iPods. Students will further their understanding of how to conduct a forensic analysis on a Mac that contains Apple and 3rd party Internet cache files and/or other important artifacts. Additionally, students will learn how to access password-protected areas on a Mac system. Students learn through a combination of course instruction and hands on practical case studies. At the conclusion of this course, students will be able to identify the various disk images associated with a Macintosh system, demonstrate the ability to identify 3rd party disk images and their locations on the file system, properly gather information for and perform password-cracking functions, properly handle iPods, including the extraction and search of important data, and identify relevant artifacts related to Apple and some 3rd party applications. This course will be attended by Scott Richardson.

The 24th Annual National Crimes Against Children Conference is being held in Dallas, Texas August 13th through the 16th. This conference provides investigative and forensic training to agencies and task forces investigating Internet and technology related crimes against children. The conference provides both lecture and labs for hands on experience. Instructors from across the United States and Europe provide up to date training in the latest investigative and forensic techniques. This training also provides

task force members with the opportunity to develop investigative contacts with other officers around the country who also investigate child exploitation. Funds are being requested to send four investigator/examiners to this training. Cost estimates were obtained through the conference web site. Investigators Andy Anderson, Tracy Perkins, Mark Sullivan, K. Scott Richardson, and Assistant Prosecuting Attorney Merilee Crockett will attend this training.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost
Forensic Duplicator	Forensic Duplicator 2	\$1,499.00	1.0	Digital Intelligence	100.0	\$1,499.00
Forensic Computer	Fred DX Forensic Computer	\$8,149.00	1.0	Digital Intelligence	100.0	\$8,149.00
						\$9,648.00

Equipment Justification

If equipment is not included in the budget, skip this section.

If equipment is included in the budget, provide justification for each item. Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

Equipment Justification

Forensic Duplicator 2: The Forensic Duplicator 2 provides forensic (write-protected source drive) disk-to-file or disk-to-disk duplication for IDE to SATA and SATA to SATA hard disk drives. This version is 1:2 which allows you to copy from one IDE or SATA drive to two SATA destinations simultaneously. It can be used at a crime scene or in the office. This will save time in imaging devices for use in computer investigations. Typically an image of a 500GB hard drive which is a standard size now takes approximately 36 to 48hours to image. With the duplicator it would process the same hard drive at 9GB per minute or just a little over 56 minutes. The device can also be used to clone suspect drives for court presentations. This device will be located at the University of Missouri Police Department.

FRED DX: The University of Missouri Police Department provides one forensic examiner to the Task Force. The University of Missouri Police Department currently has a forensic computer that was purchased in 2007 and is currently outdated. This computer is at an age where the likelihood of failure is increasing. This old computer has 8GB RAM and a slower processor than today's modern desktops that are purchased for normal everyday use. The maximum RAM has been met for the motherboard associated with this FRED therefore there is no way to update the computer with newer hardware parts. Often times the computer becomes stalled or needs to be restarted due to the computer processing speed is insufficient for today's use of current computer forensic software programs that are commonly used for the Internet Crimes Task Force. With the purchase of the new FRED DX processing times would be greatly reduced and I would be able to utilize the full potential of the forensic software that is used by the task force. This machine is a sole source item produced by Digital Intelligence who is a leader in forensic equipment. This machine will be located at the University of Missouri Police Department.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost
Access Data Mobile Phone Examiner Cable Updates Renewal	Annually	\$120.00	1.0	100.0	\$120.00
Access Data Mobile Phone Examiner License Renewal	Annually	\$840.00	1.0	100.0	\$840.00
Air Card Renewal	Monthly	\$47.00	12.0	100.0	\$564.00
AVG Anti Virus	Annually	\$29.00	15.0	100.0	\$435.00
BlackLight Macintosh Forensic License Renewal	Annually	\$800.00	1.0	100.0	\$800.00
CD's & DVD's Media Storage	One-Time	\$25.00	15.0	100.0	\$375.00
Cellebrite Logical and Physical License Renewal	Annually	\$3,000.00	1.0	100.0	\$3,000.00
FTK License Renewal (3)	Annually	\$840.00	3.0	100.0	\$2,520.00
Internet Service	Monthly	\$59.99	12.0	100.0	\$719.88
MacQuisition Forensic License Renewal	Annually	\$500.00	1.0	100.0	\$500.00
Web Site Hosting	Monthly	\$20.00	8.0	100.0	\$160.00
Web Site Registration	Annually	\$36.00	1.0	100.0	\$36.00
					\$10,069.88

Supplies/Operations Justification

If supplies/operations are not included in the budget, skip this section.

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Supplies/Operations Justification

Access Data Mobile Phone Examiner Cable Updates Renewal: This annual subscription is a part of the Access Data mobile phone examiner license and provides newly release cables for the cell phone examination hardware pertaining to newly released cellular telephones. Without new cables the examiner would not be able to process new or upgraded phones.

Access Data Mobile Phone Examiner License Renewal: This is an annual renewal license for the Access Data Mobile Phone Examiner software.

Internet Wireless Air Card renewal. This device allows investigators to access the Internet from remote sites. This device is used for enticement investigations when the decoy investigator needs to be at a meeting site yet have Internet contact with the suspect. This device also allows investigators to have Internet access when working cases away from the office area such as surrounding counties. This is a continuation of our current Internet account.

AVG Inti-Virus Business Edition: This anti-virus software protects up to 15 task force computers against virus infection. This is especially important as most of our computers are used to access dangerous sites, download dangerous often virus infected files, and examine often virus infected electronic media. This is a one year subscription.

BlackLight Macintosh Forensic License Renewal. This is a yearly license and support to operate the Blacklight computer forensic software which is specified for Macintosh operating systems.

DVD's, CD's , and Labels. These items are for backing up investigative and examination data as well as providing electronic reports and data to other law enforcement agencies, prosecuting attorneys, and defense attorneys.

Cellebrite Logical and Physical License renewal. The Cellebrite cell phone acquisition device is utilized in two ways. This device can obtain logical cell phone data, which typically includes the data commonly visible to the user of the phone, such as call history, address book, text messages, etc.. The Physical acquisition can pull a bit-by-bit image of all data, including potential deleted text messages, calendar appointments, Internet history etc.. Annual renewal of the software license is needed to maintain connectivity with new phones released to the consumer.

Forensic Tool Kit License renewal. This is a yearly license and support to operate the Forensic Tool Kit forensic software by Access Data, which is computer forensic software.

Undercover Internet Access renewal. This is an undercover Internet account for investigators to conduct undercover investigations and for both investigators and forensic examiners to have Internet access to areas necessary for their investigations yet restricted through governmental Internet accounts. The governmental restricted areas may include porn sites, program sites, and others. This is a continuation of our current Internet account.

MacQuisition Forensic License Renewal. This is a yearly license and support to operate the Blacklight computer forensic software which is specified for Macintosh operating systems.

Task Force Web Site. Since 2007 our task force has maintained a web site now located at www.bcsdcybercrimes.com. This web site provides information pertaining to keeping children and families safe on the Internet including articles and research papers. The web site also provides users with links to important sites such as other Missouri task forces and other reporting sites such as NCMEC. This site also provides users with the ability to e-mail the task force with tips or complaints and provides request of service forms for area law enforcement requesting forensic assistance or organizations requesting public safety programs. Previously this site has been hosted by Microsoft for free, however, they are soon going to charge for this service. Hosting fees are \$20 per month and web site registration fees are \$36 per year.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	Total Cost
				\$0.00

Contractual Justification

If contractual or consultant services are not included in the budget, skip this section.

If contractual or consultant services are included in the budget, provide justification for each expense. Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Contractual Justification

Total Budget

Total Project Cost: **\$116,803.47**

Brief History of Project Agency

Brief History of Project Agency*

Provide a brief history of the Project Agency, which is the agency that will be implementing the proposed project (e.g. Sheriff's Office, Police Department, State Department), information pertaining to the creation of the task force, and the determination to select the project agency as the pass-thru agency. Include a description of any existing programs and explain how the proposed program will coordinate with those existing programs.

The Boone County Sheriff's Department, established in 1821, is a full service law enforcement agency and detention facility located in Mid-Missouri along the major traveled corridors of Interstate 70 and U.S. Highway 63. Boone County has an enhanced 911 dispatch system administered through the Boone County/Columbia Joint Communications and Information Center (JCIC). JCIC receives over 250,000 calls for service approximately 66,000 of which are 911 emergency calls. The Boone County Sheriff's Department (B.C.S.D.) Enforcement Division consists of 90 paid sworn deputies and criminal investigators. In addition to patrol and investigations, the Boone County Sheriff's Department provides a Drug Awareness Resistance Education Program, a Crime Prevention and Neighborhood Watch Program, a Canine Unit, the Boone County Emergency Response Team, a School Resource Officer program, a Traffic Unit, and a teen-oriented Explorer Scouts program. Department personnel actively participate in the Missouri Deputy Sheriff's Association as well as other civic and professional organizations locally, statewide, and nationally.

The Boone County Sheriff's Department began actively investigating crimes perpetrated through the use of computers and the Internet in 1999. In 2002 the Boone County Sheriff's Department focused on investigating the distribution of child pornography and in 2004 began covert investigations into the distribution of child pornography. In January 2007 the Boone County Sheriff's Department joined forces with the Columbia Police Department and Boone County Prosecuting Attorney's Office to establish the Mid-Missouri Internet Crimes (MMIC) Task Force. In late 2010 the name of the Task Force was changed to the Boone County Sheriff's Department Cyber Crimes Task Force. Currently this task force serves a seven county area and consists of four primary members and eighteen associate member agencies. Investigators from the Boone County Sheriff's Department, University of Missouri Police Department, and the FBI are assigned to the Task Force. Any law enforcement agency in the service area can be a working member of this unit.

Statement of the Problem

Statement of the Problem*

Define the overall problem that you will be attempting to impact with the project for which you are requesting funds. Be specific. Include facts and statistics on task force activity (e.g. number of investigations, number of arrests, types of arrests, number of forensic exams, types of forensic exams), incidents of crime, growing issues/trends, demographic and geographic specifications (e.g. number of registered sex offenders in the jurisdiction), etc. to demonstrate a need for funding.

According to Internetstatistics.com there are over 273 million Internet users in North America. The International Association for Wireless Telecommunications reports over 2 trillion text messages were sent in the United States in 2010 which is an increase of half a trillion over the previous year. The drastic increase in these numbers is directly related to the rapidly increasing numbers of children and adults, using the Internet and cellular telephones. With the increase in use of the Internet and technology the frequency of criminal activity occurring through the use of technology increases. Crimes against children to include enticement, child pornography, sexual assault, human trafficking, and other forms of child exploitation continue to increase. Sexting is

also growing at an alarming rate across Mid-Missouri. According to the United States Department of Commerce, the fastest growing category of victim for identity theft is children.

In 2011 and 2012 our task force is conducting a survey of High School and Junior High School age teens. The preliminary results of this survey indicate nearly 15% of teen girls in the Mid-Missouri area have been asked by a stranger they met over the Internet to meet in person and over 11% have been asked to send sexually graphic photographs of themselves to another person. Fourteen percent report they have engaged in Internet chat conversations regarding sex or sexual touching and 17% reported they have been sent sexually graphic photographs. Nearly 17% report being "bullied" through the Internet or cell phone. The seven county area we serve in Mid-Missouri with has an estimated population of approximately 361,652 of which approximately eighty thousand are under eighteen years of age, according to the 2010 census statistics. As a result of the number of crimes perpetrated against minors in Mid-Missouri in 2011 76% of our investigations were complaint driven rather than proactive investigations.

Since 2007 investigations worked by the Boone County Sheriff's Department Cyber Crimes Task Force have steadily increased. Over the past year investigations increased by 8%, arrests increased by over 75%, and forensic examinations increased by over 30% with examinations of cellular telephones increasing by over 40%.

As these numbers increase investigators and examiners struggle to keep up. Our Task Force currently has only 3 full time investigators, two of which are also forensic examiners. One part time examiner specializes in Mackintosh operating systems. Over the past two years we have seen a substantial increase in Mac related investigations. This increase is due to the increased popularity of Mackintosh related products and the use of Mac computers by University of Missouri students.

As we all know, technology is constantly changing. Investigators and examiners struggle to maintain a knowledge base that keeps up with this constant change. Not only must investigators and examiners maintain a knowledge base that allows them to investigate and examine technology related crimes adequately they are expected by judges and juries to be experts on the technology used by any particular suspect, no matter how new that technology might be.

Investigators and examiners with our Task Force cannot continue to maintain the pace they have been expected to keep. Fatigue, burnout, and mental health concerns for those exposed to horrific child pornography photographs and movies are a constant concern. Rotating officers, however, is extremely inefficient as it takes years of training and experience to become a top rate investigator, examiner, and expert in this field.

Goals and Objectives

Goals and Objectives*

Explain your expectations for the proposed program. Be specific.

Goals are the program's desired results. The goals should be clearly stated, realistic and achievable, even if they are not readily measurable.

Objectives are the intermediate results or accomplishments to achieve each goal. The objectives must be both

measurable and achievable.

The goal of the Boone County Sheriff's Department Cyber Crimes Task Force is to decrease the number of children and families becoming victims of crimes perpetrated through the use of the Internet. Five primary objectives to reaching this goal are outlined through both investigative and educational methods. Each objective is important and stands on its own merit and is not necessarily ranked in any specific order.

1. Increase the number of investigations conducted by the Task Force by 5%. As the number of investigations increases the number of Internet criminals that can be identified increases. These investigations will include investigations into child enticement, child exploitation, obscenity toward children, and the distribution of child pornography.
2. Increase the number of investigations into the possession and distribution of child pornography by 5%. Research indicates a substantial number of those possessing child pornography have engaged in the sexual molestation of children undetected by law enforcement not to mention the re-victimization of children when these horrific image are passed around like a prized possession.
3. Increase the number of forensic examinations by 5%. As a task force we want to increase the services we can provide to law enforcement throughout our service area. In so doing we increase our ability to help area law enforcement with the investigations of Internet crimes and in turn to help children and families in our service area.
4. Continue to keep the task force trained with cutting edge information; conduct or provide in service training for law enforcement in our service area; and provide training for prosecuting attorneys in the Mid-Missouri area to assist them in the prosecution of Internet crimes against children.
- 5). Continue to provide community presentations to both adults and children. By educating parents and others concerned with the safety of children we can hopefully reduce the number of those who fall victim to Internet criminals. By educating children on the dangers of the Internet we can give them the tools they need to both protect themselves and to know what they can do when someone approaches them on the Internet. This year we hope to provide at least 30 presentations.

Type of Program

Type of Program*

Define the services to be provided by this project, who will provide these services, how they will be provided, and who will benefit from them. Give as much detail as possible about your proposed project. Flow charts, outlines, pictures, etc. to support this narrative description may be included under the "Other Attachments" section, if applicable.

Identify the number of agencies, officers, and forensic personnel associated with the law enforcement task force. Provide other details where possible to clearly describe the makeup and operation of the proposed project.

The Boone County Sheriff's Department Cyber Crimes Task Force is a joint cooperative effort formalizing relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the problem of crimes committed through the use of computers and the Internet within the Mid-Missouri area. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing criminal activity perpetrated through the use of computers,

the Internet, cellular telephones, and other electronic media within the communities it serves.

The Cyber Crimes Task Force is governed by a Board consisting of the agency heads from departments providing personnel or substantial other resources to the Task Force. As of this time three investigators from the Boone County Sheriff's Department are assigned to the Task Force on a full time basis. One investigator is primarily responsible for both covert and complaint driven investigations. One is primarily responsible for forensic examinations of computers, cellular telephones, and other electronic media. The third is primarily responsible for covert and complaint driven investigations as well as forensic examinations of computers and electronic media. Additionally one forensic examiner/investigator from the University Of Missouri Police Department is assigned on a part time basis. This investigator conducts forensic examinations with a specialization in MAC operating systems and conducts some investigations. One FBI agent is assigned to the Task Force on a part time basis who conducts complainant driven investigations. This agent also serves as a liaison in federally prosecuted investigations. Although each investigator has primary responsibilities, since our unit is small each investigator assists with investigations and tasks as needed.

The Task Force serves a seven county area and has twenty-two criminal justice agencies as primary or associate members. The Task Force also has a web site that provides information and resources regarding family and child Internet safety, Internet Scams, ID Theft, and numerous articles and research as well as links to other important resources.

The major focus of this task force is the investigation and prosecution of Internet crimes committed against children. Investigations may include Internet enticement of children, promoting and possession of child pornography, trafficking of children, human trafficking, commercial sexual trafficking of children, cyber bullying, terroristic threats such as plots of violence at schools, or other crimes perpetrated through the use of computers, the Internet, cellular telephones, or other electronic media. These investigations focus on both undercover and complainant driven investigations. Complaints from parents and others are investigated and may be reported directly to the Task Force or through the complainant's local law enforcement.

The task force provides forensic examinations of computers, cellular telephones, and other electronic media to law enforcement agencies and prosecuting attorneys in the Mid-Missouri area. In addition, investigators assigned to this task force participate in public awareness and education programs to educate parents, grandparents, social workers, school officials, students, and others about the dangers of the Internet and methods to reduce the likelihood of becoming a victim of Internet crime. Primarily these programs are provided to public and private schools, parent organizations, civic groups, religious organizations, local media, or other group meetings. Also task force investigators and forensic personnel provide training to area law enforcement on a variety of issues regarding Internet or computer related investigations and electronic media. Task Force members have also testified before numerous House and Senate Sub-Committees at the state capital regarding a variety of upgrades to various statues.

Proposed Service Area

Proposed Service Area*

State the geographic area to be served by this project. Provide information to easily locate the jurisdiction(s) within the state. Identify the names of each agency that has signed the Memorandum of Agreement(MOA) and any areas/agencies in which this project will assist if called upon.

The Cyber Crimes Task Force Services a seven county area in Mid-Missouri. The Task Force

provides technical, investigative, and forensic assistance to law enforcement agencies and prosecuting attorneys in the counties that are immediately adjacent to Boone County including Audrain, Callaway, Cole, Cooper, Howard, and Randolph. The largest municipalities in each county are Columbia, Mexico, Fulton, Jefferson City, Boonville, Fayette, and Moberly, respectively. Every law enforcement agency and office of the Prosecuting Attorney in the service area can become a member of the Task Force. Furthermore any law enforcement agency or Prosecuting Attorney in the service area may request the Task Force assist with an investigation regarding offenses involving the Internet, computer, or cellular telephone media. The Task Force will continue to assist outside our service area when appropriate and requested. According to the 2010 census information this service area has a population of approximately 361,652 of which approximately nearly eighty thousand are under eighteen years of age.

Member agencies for this Task Force include the following primary agencies:

- Boone County Sheriff's Department
- Boone County Prosecuting Attorney's Office
- University of Missouri Police Department
- Federal Bureau of Investigation

Associate Agencies include the following agencies:

- Ashland Police Department
- Auxvasse Police Department
- Boonville Police Department
- Centralia Police Department
- Fayette Police Department
- Fulton Police Department
- Hallsville Police Department
- Jefferson City Police Department
- Holt's Summit Police Department
- Mexico Department of Public Safety
- Moberly Police Department
- Sturgeon Police Department
- Audrain County Sheriff's Office
- Cole County Sheriff's Department
- Cooper County Sheriff's Department
- Callaway County Sheriff's Department
- Howard County Sheriff's Department
- Randolph County Sheriff's Department

Project Implementation

Project Implementation*

If the proposed project is new, explain the actual steps that will be taken to use the resources requested in your application to implement the program. Provide a timeline for having the requested budget items in place so that the project may be considered fully operational (e.g. if personnel are requested, provide details about the hiring process and an anticipated start date.)

If the proposed project is a continuation with no new budget items, explain how current efforts will be continued or actions will be taken to add additional services/activities. If the proposed project is a continuation with new budget items (e.g. personnel), provide details about the hiring process and anticipated start date.

Primary DSL Internet service will continue to be provided by Tranquility Internet Services of Columbia. Internet service through a wireless aircard will continue to be provided through AT&T Internet Services as they have provided a very competitive rate and are willing to provide this service on a month-to-month basis. Equipment and upgrade equipment will be purchased in accordance with Boone County Purchasing requirements.

Continuing and advanced training for both on line investigators and forensic examiners will be arranged with this grant providing travel, lodging, and daily expenses at the appropriate times to attend these training opportunities. Additionally as investigations mandate, investigators may be assigned to travel to outside jurisdictions for both investigative purposes and prosecution purposes.

As this grant provides for the continuation of services already provided, the implementaton of this project will be in accordance with procedures already established.

Supplanting

Supplanting*

Address how the requested funding will not supplant other federal, state, or local funds available to the program, if such exist.

If your application includes existing costs, explain how those costs are currently being funded and if and when that funding source will cease.

Funding for any item currently grant funded will cease June 30, 2012. No other funds including donations, grants, local money, or other funds are available to fund the requested items. No funds are available for newly requested items such as equipment, supplies, or training.

Community Impact

Community Impact*

Describe how your proposed project will affect the communities that your program will serve. Describe how your program will affect the citizens served by this project and/or any crime-related issues within the community(s) concerning public safety.

The Boone County Sheriff's Department Cyber Crimes Task Force will impact the community in a number of ways including the investigation of Internet crimes; the prosecution of Internet offenders; the protection and education of Mid-Missouri children; the education of parents, teachers, law enforcement officers, and others concerned with the safety of children and reducing Internet crime. Over the past several years we have seen an increase in cases reported as a result of this community awareness.

Since the establishment of this task force in 2007 numerous criminals have been convicted of a variety of crimes thus creating a safer community. Largely due to publicity generated from the success of our task force combined with community presentations we have seen more and more parents monitor computer usage by their children. This awareness will continue with the award of this grant. As this awareness increases, however, new technology such as cellular telephone technology and availability causes new problems and concerns. These new challenges require investigators to continue their efforts on computer based investigations and to expand their efforts into cell phone technology.

Our community will be impacted by the reduction of sexual perpetrators. This can be achieved at least two ways: by apprehending the offenders and by utilizing the media and other sources to discourage offenders from coming to our jurisdiction. A strong, offensive approach will be proactive by letting Internet criminals know that Mid-Missouri is not a place to commit Internet crimes against children. This Task Force can be a powerful component in the fight against Internet predators. Parents are concerned about school violence and the safety of their children. This Task Force works closely with area schools to look for and to pursue any threat or electronic communication that creates concerns about safety in our schools.

As the use of technology increases, especially by our youth, criminals will increasingly use this technology to victimize children and families. Only by increasing resources and strongly directing efforts to this endeavor will law enforcement have any chance to succeed in protecting our children and reducing the crime perpetrated against them.

Our service area will also be impacted by our ability to conduct forensic examinations of computers, cellular telephones, and other electronic media. This service will give law enforcement agencies and prosecuting attorneys a resource to have electronic media examined in a timely manner by a professional and trained examiner who has experience testifying in court. This will in turn assist area law enforcement with their investigations and area prosecutors to have successful prosecution of defendants accused of committing crimes against children through the use of technology.

Cost Assumption

Cost Assumption*

Describe how the Project Agency plans to continue the activities of this project or the actions that would take place if MJCCG funds would no longer be available. What proactive steps, if any, are being taken to absorb the project cost into the Project Agency's future budget? Be specific.

The governing body of Boone County government recognizes the need for the aggressive enforcement of Internet related crimes, especially crimes committed against children and families. The Boone County Sheriff's Department Cyber Crimes Task Force has obtained private donations and grants that assist in making this Task Force possible. This community support has confirmed to Boone County government our citizens consider this issue to be a priority. The Task Force has also worked closely with area media sources to inform listeners to the needs of this project. Additionally Boone County government has a tradition locally and nationally of being progressive in service to our community.

Evaluation Procedure

Evaluation Procedures*

Describe the process to be used to determine the effectiveness and success of your program. Provide details about the types of data that will be collected, who will evaluate such data, and how often it will be evaluated. Evaluation data may include, but not be limited to, arrest rates, surveys, client satisfaction evaluations, prosecution rates, etc.

If you will be using a survey or evaluation form and have that form available, it may be included under the "Other Attachments" section.

This program will be evaluated by the project supervisor, Andy Anderson, utilizing evidence based practices and procedures. First, periodic calculations will be compared with the set goals and objectives to see if they are met or exceeded. Secondly the following criteria will be evaluated on a monthly, quarterly, and annual basis:

1. Number of investigations conducted
2. Number of investigations cleared
3. Number of investigations cleared by arrest and exceptional means
4. Number of forensic examinations performed
5. Number of subpoenas served
6. Number of search warrants served
7. Number of community presentations and number of attendees

Report of Success

Report of Success*

If the proposed project is not currently being supported with funds from the Missouri Department of Public Safety, Office of the Director, put N/A.

If the project is currently being supported with such funds, restate the goals and objectives from your current contract as listed in your approved application. Clearly identify whether or not each goal and its objective(s) have been attained to date. You may include any reports, surveys, or other measurement tools that support the success of your project in the "Other Attachments" section.

The Task Force goals for the previous year were as follows:

1) Increase the number of investigations conducted by five percent.

- Investigations increased by approximately 8% thereby this goal was surpassed.

2) Increase the number of child pornography distribution investigations by five percent.

- Investigations into the distribution of child pornography increased by approximately 16% therefore this goal was surpassed.

3) Increase the number of forensic examinations conducted by five percent.

- The number of forensic examinations increased by approximately 30.5% therefore this goal was surpassed.

4) Continue to keep the task force trained.

- During this past year task force investigators received approximately 222 hours of specialized Internet and forensic training. This goal was met.

5) Continue to provide community presentations.

- The number of community presentations given increased by over 33% with attendance increasing nearly 30%. This goal was surpassed.

During the past year, each of our five objectives as outlined in our 2011/2012 grant application has been reached or surpassed. When compared to the previous year investigations increased approximately 8%, distribution of child pornography investigations increased 16%, and forensic examinations increased approximately 30.5% over the previous grant period. Additionally our number of community presentations increased by 33.25% with the number of attendees increasing by 29.75%. During this past year we continued our effort to speaking with Junior and High School aged students to reduce the amount of sexting and cyberbullying in Mid-Missouri. During the past year the number of subpoenas served increased slightly with an increase of 4.5%, however, the number of search warrants obtained and served

increased by 30%.

As mentioned above, part of our effort to reduce crimes committed through the use of computers, the Internet, cellular phones, and other technology is to provide presentations to parents, students, grandparents, teachers, civic organizations, and others who are responsible for children about the potential dangers technology brings to families and communities. In this effort we provided 48 presentations in 2011 to over 4500 attendees. These presentations vary based on the audience but are focused at providing the attendees with knowledge and tools to help keep their families safe. We also continued to provide training to area law enforcement officers in both investigative techniques and seizing electronic media. Task force members have attended numerous training opportunities this past year which have provided them with the tools to provide excellent investigative and forensic results and maintain 100% successful prosecution in bench and jury trials.

Since 2007 the Boone County Sheriff's Department Cyber Crimes Task Force has conducted six hundred and four investigations resulting in the arrest of one hundred and twenty individuals. Additionally six hundred and seventy-one forensic examinations have been completed many of which contain multiple cellular telephones and media such as CD's that are not counted individually but as a group per investigation. During the past year cellular telephone examinations increased by 41.5%.

Our Task Force has proven to be extremely successful. Although we anticipate this success to continue it is unfeasible to assume this success will continue to rise at the level it has without an increase in personnel resources. As education and equipment upgrades continue productivity will increase, however, each individual can only be expected to do so much without additional manpower resources.

Audit Requirements

Date last audit was completed: 06-27-2011
Date(s) covered by last audit: 1-1-2010 through 12-31-2010
Last audit performed by: Rubin Brown LLP
Phone number of auditor: 314-290-3300
Date of next audit: May 2012
Date(s) to be covered by next audit: 1-1-2011 through 12-31-2011
Next audit will be performed by: Rubin Brown LLP

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

*The **Federal Amount** refers to funds received directly from the Federal Government or federal funds passed through state agencies.*

*The **State Amount** refers to funds received directly from the State of Missouri, not including federal pass-thru funds.*

Federal Amount: \$1,993,733.00

State Amount: \$2,722,382.00

Required Attachments

Attachment	Description	File Name	Type	File Size
Project Agency's Organizational Chart	Boone County Sheriff's Department Organizational Chart	BCSD Organizational Chart-02-04-11-grayscale-with color logo.doc	doc	3.9 MB
Memorandum of Agreement (MOA)	Memorandum of agreements with member agencies. These agreements remain in affect untill and unless the agreement is terminated in writing.	AR-M237_20120306_111220.pdf	pdf	542 KB

Other Attachments

Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2012 MJCCG Certified Assurances

I am aware that failure to comply with any of the Certified Assurances could result in funds being withheld until such time that I, the recipient, take appropriate action to rectify the incident(s) of non-compliance. Where the Authorized Official is unable to certify to any of the statements in the Certified Assurances, he or she shall provide an explanation below and may attach documentation under the 'Other Attachments' form where needed.

I have read
and agree to
the terms Yes
and
conditions of
the grant.

If you marked
No to the
question
above,
please
explain:

Your typed name as the applicant authorized official, in lieu of signature, represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application.

Authorized
Official
Name:

Job Title: Presiding Commissioner

Date: 04/02/2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Minutes during the I Quarter beginning on 1/03/2012 through 3/29/2012.

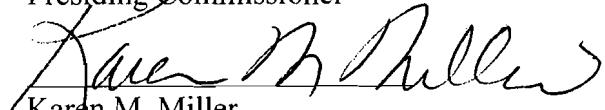
Done this 2nd day of April, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner