

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

24th

day of

February

20

15

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

Now on this day the County Commission of the County of Boone does hereby award bid 02-21JAN15 – 2015 Concrete Repair to the following:

Primary Vendor – Straight Edge Concrete  
Secondary Vendor – Boone Construction Co.

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

Done this 24th day of February, 2015.

ATTEST:

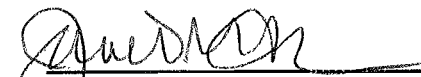
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Amy Robbins, Senior Buyer  
**DATE:** February 13, 2015  
**RE:** 02-21JAN15 - 2015 Concrete Repair Term & Supply

02-21JAN15 - 2015 Concrete Repair Term & Supply opened on January 21, 2015. Four bids were received and Resource Management recommends a multi-vendor award by low bid to Straight Edge Concrete as Primary and Boone Construction Co. as Secondary.

\$240,000.00 was budgeted for this contract and invoices will be paid from department 2041 – Infrastructure Preservation/Rehabilitation, account 71100 – Outside Services.

**cc:** Daniel Haid, Resource Management  
Derin Campbell, Resource Management  
Bid File

**ATT:** Bid Tabulation

**Engineer's Estimate**  
2015 Concrete Panel Replacement

Project: 2015 Estimate  
Date: Preliminary

Item No.	Description	Unit	Straight Edge		Booms Construction		Watson Concrete		Cook Concrete		
			Quantity	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
4.7.1.	Removal, Pavement, < 300 ft	ft <sup>2</sup>	0.0	\$ 1.90	\$ -	\$ 2.75	\$ -	\$ 3.30	\$ -	\$ 3.85	\$ -
4.7.2.	Rock Base, 5" Thick, 1.5" Minus, < 300 ft	ft <sup>2</sup>	0.0	\$ 0.30	\$ -	\$ 0.80	\$ -	\$ 2.95	\$ -	\$ 2.75	\$ -
4.7.3.	Concrete Pavement, 7", < 300 ft	ft <sup>2</sup>	0.0	\$ 8.90	\$ -	\$ 10.25	\$ -	\$ 8.25	\$ -	\$ 7.50	\$ -
4.7.4.	Concrete Pavement, 7", Quick-Cure, < 300 ft	ft <sup>2</sup>	0.0	\$ 9.20	\$ -	\$ 10.75	\$ -	\$ 11.10	\$ -	\$ 8.50	\$ -
4.7.5.	Concrete Pavement, Add. Thick, < 300 ft	ft <sup>2</sup>	0.0	\$ 0.40	\$ -	\$ 0.45	\$ -	\$ 0.75	\$ -	\$ 1.00	\$ -
4.7.6.	Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft	ft <sup>2</sup>	0.0	\$ 0.50	\$ -	\$ 0.55	\$ -	\$ 0.75	\$ -	\$ 1.50	\$ -
4.7.7.	Curb & Gutter, Barrier, < 300 ft	ft <sup>2</sup>	0.0	\$ 11.00	\$ -	\$ 14.00	\$ -	\$ 11.50	\$ -	\$ 17.50	\$ -
4.7.8.	Curb & Gutter, Barrier, Quick-Cure, < 300 ft	ft <sup>2</sup>	0.0	\$ 12.00	\$ -	\$ 15.00	\$ -	\$ 13.25	\$ -	\$ 19.50	\$ -
4.7.9.	Curb & Gutter, Roll-Back, < 300 ft	ft <sup>2</sup>	0.0	\$ 11.00	\$ -	\$ 14.00	\$ -	\$ 11.00	\$ -	\$ 14.00	\$ -
4.7.10.	Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft	ft <sup>2</sup>	0.0	\$ 12.00	\$ -	\$ 15.00	\$ -	\$ 12.50	\$ -	\$ 16.50	\$ -
4.7.11.	Removal, Pavement, > 300 ft	ft <sup>2</sup>	20,806.0	\$ 1.80	\$ 37,450.80	\$ 2.15	\$ 44,732.90	\$ 3.00	\$ 62,418.00	\$ 3.25	\$ 67,619.50
4.7.12.	Rock Base, 5" Thick, 1.5" Minus, > 300 ft	ft <sup>2</sup>	20,806.0	\$ 0.30	\$ 6,241.80	\$ 0.70	\$ 14,564.20	\$ 2.50	\$ 52,015.00	\$ 2.75	\$ 57,216.50
4.7.13.	Concrete Pavement, 7", > 300 ft	ft <sup>2</sup>	18,800.0	\$ 8.90	\$ 167,320.00	\$ 9.00	\$ 169,200.00	\$ 8.00	\$ 150,400.00	\$ 7.00	\$ 131,600.00
4.7.14.	Concrete Pavement, 7", Quick-Cure, > 300 ft	ft <sup>2</sup>	0.0	\$ 9.20	\$ -	\$ 10.00	\$ -	\$ 9.75	\$ -	\$ 8.00	\$ -
4.7.15.	Concrete Pavement, Add. Thick, > 300 ft	ft <sup>2</sup>	0.0	\$ 0.40	\$ -	\$ 0.60	\$ -	\$ 0.75	\$ -	\$ 0.85	\$ -
4.7.16.	Concrete Pavement, Add. Thick, Quick-Cure, > 300 ft	ft <sup>2</sup>	0.0	\$ 0.50	\$ -	\$ 0.70	\$ -	\$ 0.75	\$ -	\$ 1.25	\$ -
4.7.17.	Curb & Gutter, Barrier, > 300 ft	ft <sup>2</sup>	2,006.0	\$ 11.00	\$ 22,066.00	\$ 13.00	\$ 26,078.00	\$ 11.50	\$ 23,069.00	\$ 17.50	\$ 35,105.00
4.7.18.	Curb & Gutter, Barrier, Quick-Cure, > 300 ft	ft <sup>2</sup>	0.0	\$ 12.00	\$ -	\$ 14.00	\$ -	\$ 13.25	\$ -	\$ 19.50	\$ -
4.7.19.	Curb & Gutter, Roll-Back, > 300 ft	ft <sup>2</sup>	0.0	\$ 11.00	\$ -	\$ 13.00	\$ -	\$ 12.50	\$ -	\$ 14.00	\$ -
4.7.20.	Curb & Gutter, Roll-Back, Quick-Cure, > 300 ft	ft <sup>2</sup>	0.0	\$ 12.00	\$ -	\$ 14.00	\$ -	\$ 13.00	\$ -	\$ 16.50	\$ -
4.7.21.	Sawing, Additional	LF	168.0	\$ 3.20	\$ 537.60	\$ 2.40	\$ 403.20	\$ 3.30	\$ 554.40	\$ 2.25	\$ 378.00
4.7.22.	Removal, Extra Depth	ft <sup>3</sup>	0.0	\$ 1.50	\$ -	\$ 1.00	\$ -	\$ 3.45	\$ -	\$ 1.75	\$ -
4.7.23.	Rock Base, Extra Depth, 3" Minus	Ton	0.0	\$ 30.00	\$ -	\$ 25.00	\$ -	\$ 35.75	\$ -	\$ 30.00	\$ -
4.7.24.	Restoration	LF	302.0	\$ 0.40	\$ 120.80	\$ 2.50	\$ 755.00	\$ 1.55	\$ 468.10	\$ 1.25	\$ 377.50
4.7.25.	Cold Weather Accommodations	ft <sup>2</sup>	0.0	\$ 0.40	\$ -	\$ 1.75	\$ -	\$ 0.45	\$ -	\$ 1.75	\$ -
4.7.26.	Joint Sealing	LF	0.0	\$ 1.25	\$ -	\$ 2.80	\$ -	\$ 1.65	\$ -	\$ 3.00	\$ -
4.7.27.	Driveway Replacement	ft <sup>2</sup>	0.0	\$ 10.00	\$ -	\$ 16.00	\$ -	\$ 13.05	\$ -	\$ 7.50	\$ -
<b>Total</b>					<b>\$ 233,937.00</b>		<b>\$ 256,983.30</b>		<b>\$ 289,699.50</b>		<b>\$ 292,921.50</b>

**PURCHASE AGREEMENT FOR  
2015 CONCRETE REPAIR TERM & SUPPLY  
PRIMARY VENDOR**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of February 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Douglas H. Fifer d/b/a Straight Edge Concrete**, herein "Contractor."

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

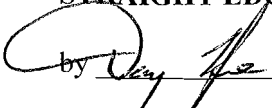
1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **2015 Concrete Repair Term and Supply**, bid number **02-21JAN15**, any applicable addenda, and the Contractor's bid response **dated January 19, 2015** and executed by **Doug Fifer** on behalf of the Contractor. 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, the Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Concrete Repair Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, 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, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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

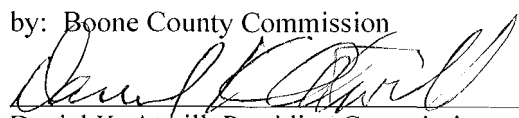
in conformity with bidding specifications or variances authorized by County, or  
c. If appropriations are not made available and budgeted for any calendar year.

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

**DOUGLAS H. FIFER D/B/A  
STRAIGHT EDGE CONCRETE**


**BOONE COUNTY, MISSOURI**

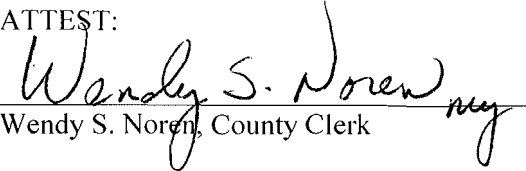
by   
title President

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

APPROVED AS TO FORM:

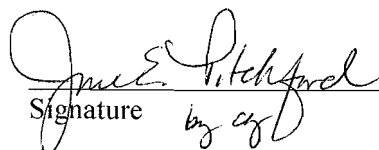
ATTEST:

  
County Counselor

  
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.)

  
Signature by agf

2/10/15  
Date

2041/71100 Term and Supply  
No Encumbrance Required  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



# CERTIFICATE OF LIABILITY INSURANCE

STRAI-4 OF 10.010

DATE (MM/DD/YYYY)

02/10/2015

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

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

<b>PRODUCER</b> Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Eric Kaup		<b>CONTACT NAME:</b> Eric Kaup <b>PHONE (A/C, No, Ext):</b> 573-874-3102 <b>FAX (A/C, No):</b> 866-779-8102 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Straight Edge Concrete 6050 Brown Station Rd, Ste A Columbia, MO 65202		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Columbia Mutual Insurance Co <b>INSURER B:</b> Columbia Ins. Group <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

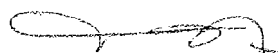
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X	CMPMO0000025683	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG <input type="checkbox"/>					\$
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		CAPMO0000018860	08/08/2014	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	X	CUPMO0000033719	08/08/2014	08/08/2015	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Boone County is additional insured in respects to the general liability coverage.

**CERTIFICATE HOLDER****CANCELLATION**

<b>BOONECN</b>  Boone County Annex Purchasing Department Attn: Amy Robbins 613 E Ash Street Rm 109 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/10/2015

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

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

PRODUCER 92-210  
Daniel Boone Agency - Troy Lowrey - AC63901  
P.O. Box 315, 305 E Broadway  
Ashland, MO 65010

CONTACT NAME:  
PHONE (A/C, No, Ext): 573-657-0330 FAX (A/C, No):  
E-MAIL ADDRESS:

INSURED  
Doug Fifer  
6050 Brown Station Rd  
Columbia, MO 65202

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : Missouri Employers Mutual	10191
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MEM 2010061-01	10/16/2014	10/16/2015	X WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**CERTIFICATE HOLDER**  
County of Boone  
613 E Ash, Room 109  
Columbia, MO 65201

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

Progressive  
PO Box 94903  
Cleveland, OH 44101  
1-800-444-4487

**PROGRESSIVE**<sup>®</sup>

**Policy number: 03504638-0**

Underwritten by:  
Progressive Casualty Insurance Co  
February 10, 2015  
Page 1 of 1

## Certificate of Insurance

<b>Certificate Holder</b>	<b>Insured</b>	<b>Agent</b>
Additional Insured COUNTY OF BOONE 613 E ASH ST COLUMBIA, MO 65201	DOUGLAS FIFER 6050 BROWN STATION RD #A COLUMBIA, MO 65202	USAA INS AGCY INC 9800 FRDRCKSBRG HSVCW SAN ANTONIO, TX 78288

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 9, 2015

Policy Expiration Date: Feb 9, 2016

<b>Insurance coverage(s)</b>	<b>Limits</b>
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured Motorist Bodily Injury	\$1,000,000 Combined Single Limit
Underinsured Motorist Bodily Injury	\$1,000,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

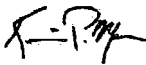
#### Scheduled autos only

1994 DODGE RAM 3500 1B6MC36C9RS600145

#### Certificate number

04115EKO638

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**



4. \*REVISED\* Response Form

- 4.1. Company Name: Straight Edge Concrete
- 4.2. Address: 6050 Brown Station Rd
- 4.3. City/Zip: Columbia Mo 65202
- 4.4. Phone Number: 573-489-1738
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: 497-72-0900
- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name Doug Fifer  
 ( ) Other (Specify) \_\_\_\_\_

4.7. PRICING

Item No.	Description	Unit	Unit Price
<b>Project Area with Less Than 300 ft<sup>2</sup> of Total Concrete Pavement Replacement</b>			
4.7.1.	Removal, Pavement, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 1.90
4.7.2.	Rock Base, 5" Thick, 1.5" Minus, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .30
4.7.3.	Concrete Pavement, 7", < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 8.90
4.7.4.	Concrete Pavement, 7", Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 9.20
4.7.5.	Concrete Pavement, Add. Thick, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .40
4.7.6.	Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .50
4.7.7.	Curb & Gutter, Barrier, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 11.00
4.7.8.	Curb & Gutter, Barrier, Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 12.00
4.7.9.	Curb & Gutter, Roll-Back, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 11.00
4.7.10.	Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 12.00
<b>Project Area with 300 ft<sup>2</sup> or More of Total Concrete Pavement Replacement</b>			
4.7.11.	Removal, Pavement, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 1.80
4.7.12.	Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .30
4.7.13.	Concrete Pavement, 7", ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 8.90
4.7.14.	Concrete Pavement, 7", Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 9.20
4.7.15.	Concrete Pavement, Add. Thick, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .40
4.7.16.	Concrete Pavement, Add. Thick, Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .50
4.7.17.	Curb & Gutter, Barrier, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 11.00
4.7.18.	Curb & Gutter, Barrier, Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 12.00
4.7.19.	Curb & Gutter, Roll-Back, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 11.00
4.7.20.	Curb & Gutter, Roll-Back, Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 12.00
<b>All Sized Projects</b>			
4.7.21.	Sawing, Additional	LF	\$ 3.20
4.7.22.	Removal, Extra Depth	FT <sup>3</sup>	\$ 1.50
4.7.23.	Rock Base, Extra Depth, 3" Minus	Ton	\$ 30.00
4.7.24.	Restoration	FT <sup>2</sup>	\$ .40
4.7.25.	Cold Weather Accommodations	FT <sup>2</sup>	\$ .40
4.7.26.	Joint Sealing	LF	\$ 1.25
4.7.27.	Driveway Replacement	FT <sup>2</sup>	\$ 10. <sup>00</sup>

4.8. Prompt Payment Terms: \_\_\_\_\_

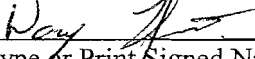
4.9. Will you accept automated clearinghouse (ACH) for payment of invoices? \_\_\_\_\_

4.10. **Additional Work (2.1.17.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

**Please attach schedule of equipment / labor rates to bid response.**

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign By Hand):



4.11.2. Type or Print Signed Name:

Doug Eifer

4.11.3. Today's Date: 1-19-15

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 11 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
Safe Rt to School -	City of Slater -	200K	100%
2014 Term + Supply	Boone Co Missouri	200K	100%
Safe Rt to School -	Clarksburg Mo	70K	100%

3. General type of work preformed:

All

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: 0  
(b) Description of defaulted contracts and reason therefore:

5. List references:

Dave Luther (Mo Dot inspector) 573-931-1767  
Gene Griffen (city of Slater administrator) 660-529-2271  
Cooper Snyder (owner-Central Concrete) 573-443-2426

Dated at Colembria, Missouri

this 19<sup>th</sup> day of Jan, 20 15.

Straight Edge Concrete By Way  
Name of Organization(s) (Signature)

President  
(Title of Person Signing)

(Please complete and return with Contract)

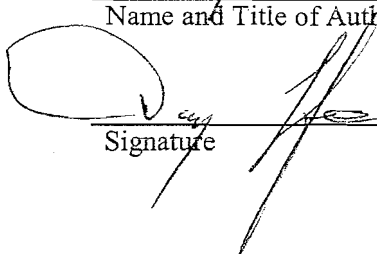
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Doug Eifer President Straight Edge Concrete  
Name and Title of Authorized Representative

  
Signature

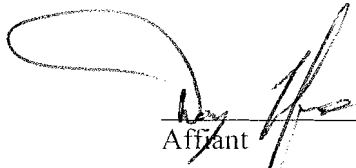
1-19-15  
Date

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

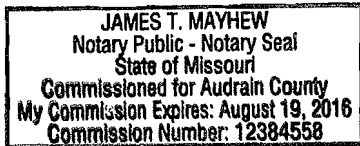
County of Boone )  
 State of Missouri )ss  
 )

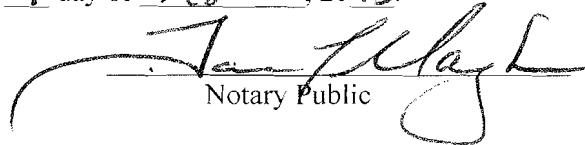
My name is Dary Fifer. I am an authorized agent of Straight Edge Concrete (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

  
 Affiant 2-9-15  
Date  
Dary Fifer  
 Printed Name

Subscribed and sworn to before me this 9 day of Feb, 2015.



  
 Notary Public

Company ID Number: 360845

**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 Straight Edge Concrete (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 or to verify the entire workforce if the contractor so chooses.

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 with the FAR E-Verify clause") 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



**Company ID Number: 360845**

**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 Straight Edge Concrete**

**Edward Eibel**

Name (Please Type or Print)

Title

Electronically Signed  
Signature

**09/28/2010**  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

Electronically Signed  
Signature

**10/04/2010**  
Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: **Straight Edge Concrete**

Company Facility Address: **7650 Gabe Road**

**Columbia, MO 65202**

Company Alternate  
Address:

County or Parish: **BOONE**

Employer Identification  
Number: **497720900**

Company ID Number: 360845

North American Industry  
Classification Systems  
Code: 238

Administrator:

Number of Employees: 5 to 9

Number of Sites Verified  
for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MISSOURI 1 site(s)

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

Name:	Edward Eibel	Fax Number:
Telephone Number:	(573) 424 - 7425	
E-mail Address:	adconcrete@live.com	



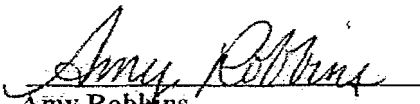
BOONE COUNTY, MISSOURI  
Request for Bid #: 02-21JAN15 – 2015 Concrete Repair Term & Supply

ADDENDUM #1 - Issued January 15, 2015

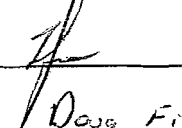
This addendum is issued in accordance with the Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

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

- 1.) Vendors are instructed to discard the Response Form originally provided with the bid document and to use the attached REVISED RESPONSE FORM for their bid submission. Changes to the bid form include:
  - The Unit of Measure for Item 4.7.26. *Joint Sealing* has been changed to Linear Foot, "LF."

By:   
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 02-21JAN15 – 2015 Concrete Repair Term and Supply, receipt of which is hereby acknowledged:

Company Name: Straight Edge Concrete  
Address: 6050 Brown Station Rd Columbia Mo 65202  
Phone Number: 573-489-1738 Fax Number: \_\_\_\_\_  
Authorized Representative Signature:  Date: 1-19-15  
Authorized Representative Printed Name: Doug Fifer

JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

# MISSOURI ONLINE BUSINESS FILING



## Fictitious Name Details as of 2/9/2015

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

\*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

---

RETURN TO Select filing from the list. FILE

SEARCH RESULTS Filing Type Fictitious Name Cancellation ONLINE

ORDER COPIES/  
CERTIFICATES

General Information   Filings   Address   Owners   Contact(s)

Name(s) Straight Edge Concrete Address 8950 N. Phillippe Rd  
Hallsville, MO 65255-9114

Type Fictitious Name Charter No. X01260700

Status Fictitious Active Date Formed 10/5/2012

Expiration Date 10/5/2017

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The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

# MISSOURI ONLINE BUSINESS FILING



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RETURN TO Select filing from the list. FILE ONLINE  
**SEARCH RESULTS** Filing Type Fictitious Name Cancellation

ORDER COPIES/  
**CERTIFICATES**

[General Information](#)   
 [Filings](#)   
 [Address](#)   
 [Owners](#)   
 [Contact\(s\)](#)

**Owners** [Show Previous Owners](#)

Name	Type	Address	Since	To
Fifer, Douglas H	Individual	8950 N. Phillippe Rd Hallsville, MO 65255-9114	10/5/2012	

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

**SAM Search Results**  
**List of records matching your search for :**  
**Search Term : Straight\* Edge\* Concrete\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Douglas\* H. Fifer\***  
**Record Status: Active**

**No Search Results**

**PURCHASE AGREEMENT FOR  
2015 CONCRETE REPAIR TERM & SUPPLY  
SECONDARY VENDOR**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of February 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Boone Construction Co.**, herein "Contractor."

**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, the County of Boone Request for Bid for **2015 Concrete Repair Term and Supply**, bid number **02-21JAN15**, any applicable addenda, and the Contractor's bid response dated **January 21, 2015** and executed by **Stephen L. Barnes** on behalf of the Contractor. 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, the Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Concrete Repair Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, 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, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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.

BOONE CONSTRUCTION CO.

by [Signature]  
title President

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
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.)

[Signature]  
Signature by [Signature]

2/17/15  
Date

2041/71100

Term and Supply

No Encumbrance Required

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/04/2015

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

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

PRODUCER Winter-Dent & Company 101 E. McCarty Street P.O. Box 1046 Jefferson City, MO 65102-1046 Steve M Tade	CONTACT NAME: <b>Candace Horn- Account Manager</b>	
	PHONE (A/C, No., Ext): <b>573-634-2122</b>	FAX (A/C, No): <b>573-636-7500</b>
E-MAIL ADDRESS: <b>candy@winterdent.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>Atlantic Specialty Insurance</b>		<b>27154</b>
INSURER B : <b>MO Employers Mutual Ins. Co.</b>		<b>10191</b>
INSURER C : <b>United Fire &amp; Casualty Company</b>		<b>13021</b>
INSURER D :		
INSURER E :		
INSURER F :		

INSURED **Boone Construction Co.**  
PO Box 853  
Columbia, MO 65205-0853

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	60440755	12/31/2014	12/31/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	60440755	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			60440755	12/31/2014	12/31/2015	EACH OCCURRENCE \$ <b>8,000,000</b> AGGREGATE \$ <b>8,000,000</b>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MEM2010852-01	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Leased/Rent Equip			71033213-0002	12/31/2014	12/31/2015	<b>300,000</b>
A	Builders Risk			71033213-0002	12/31/2014	12/31/2015	<b>\$2500 Ded 1,000,000</b>

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

Re: #02-21JAN15- 2015 Concrete Repair Term & Supply

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;"><b>BOONC-7</b></p> Boone County Purchasing 613 E Ash St Room 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Candace Horn</i>

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 17 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION 1 - COVERAGES**

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

The Following changes are made to 2. Exclusions:

**Extended Property Damage**

Exclusion 2.a.: Expected or Intended Injury is replaced with the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Extended Watercraft Coverage**

Exclusion g.(2) is deleted and replaced by the following:

g.(2) A watercraft you do not own that is:

- (a) Less than 51 feet long;
- (b) Not being used to carry persons or property for a charge;

**Property Damage Liability- Borrowed Equipment**

The following is added to Exclusion J.:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the Insured, whether primary, excess, contingent or on any other basis.

**Property Damage Liability - Elevators**

The following is added to Exclusion j.:

Under Paragraph 2. Exclusions of Coverage A. "Bodily Injury" and "Property Damage" Liability Paragraphs 3,4 & 6 of this exclusion do not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the Insured, whether primary, excess, contingent or on any other basis.

- (1) The amount we will pay for damages is limited to \$50,000.
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage or any other applicable coverage or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b. This insurance applies to damages to "electronic data" only if:**

- (1) The damage to "electronic data" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The damage to "electronic data" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the damage to "electronic data" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the damage to "electronic data" occurred, then any continuation, change or resumption of such damage to "electronic data" during or after the policy period will be deemed to have been known prior to the policy period.
- c. Damage to "electronic data" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that damage to "electronic data" after the end of the policy period.**
- d. Damage to "electronic data" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:**
- (1) Reports all or any part, of the damage to "electronic data" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the damage to "electronic data"; or
  - (3) Becomes aware by any other means that damage to "electronic data" has occurred or has begun to occur.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

Damage to "electronic data" expected or intended from the standpoint of the insured.

**b. Contractual Liability**

Damage to "electronic data" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**I. Damage To Impaired Property Or Property Not Physically Injured**

Damage to "electronic data" in "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

**J. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**K. Personal And Advertising Injury**

Damage to "electronic data" arising out of "personal and advertising injury".

**COVERAGE R. PRODUCT RECALL EXPENSE****1. Insuring Agreement**

- a. We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- b. We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III- LIMITS OF INSURANCE**

**2. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- a. Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- b. Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- c. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II- BROAD FORM NAMED INSURED

1. Section II – Who Is An Insured is amended to include as an Insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. For the purpose of the coverage provided by this provision only, the following is added to Condition 4.b. Excess Insurance, under Section IV - Commercial General Liability Conditions: This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an Insured solely by reason of ownership by you of more than 50 percent of the voting stock.
3. This provision does not apply to a policy written to apply specifically in excess of this policy.

### Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

### The following are added:

#### 5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You

- a. Any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of "your work" at the location designated and described in the written contract or written agreement performed for that person or organization for your ongoing operations and liability included in the "products-completed operations hazard". A person's or organization's status as an insured for your ongoing operations under this endorsement ends when your operations for that insured are completed.
- b. When coverage provided under this endorsement applies to "bodily injury" or "property damage" arising out of the "products-completed operations hazard":
  - (1) Such coverage will not apply subsequent to the first to occur of the following:
    - (i) The expiration of the period of time required by the written contract or written agreement;
    - (ii) Five years from the completion of "your work" on the project that is the subject of the written contract or written agreement.
    - (iii) The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
  - (2) Such coverage will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.

- (1) Such coverage will not apply subsequent to the first to occur of the following:

(i) The expiration of the period of time required by the written contract or written agreement;

(ii) Five years from the completion of "your work" on the project that is the subject of the written contract or written agreement.

(iii) The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

- (2) Such coverage will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.

- c. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:



**8. Additional Insured - Managers or Lessors of Premises**

Any person or organization, but only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to any:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

**9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

Coverage is provided only when the insured is contractually required to add the engineer, architect or surveyor. Coverage is provided with respect to your liability for "bodily injury" or "property damage" or "personal and advertising injury" directly arising out of:

- a. Your acts or omissions; or
- b. Your acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for that additional insured(s).

**10. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision when you have agreed in writing in a contract or agreement that such entities be added as an additional insured on your policy subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
  - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "projects-completed operations hazard".

**11. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is Insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury and Property Damage Liability; or
- (5) That is available to the Insured when the Insured is an additional Insured under any other policy, including any umbrella or excess policy.
- (6) That is provided to any person or organization who qualifies as an additional Insured herein, except when you and that person or organization have agreed in writing that this Insurance shall be primary.

When this insurance is excess, we will have no duty under Coverages A or B to defend the Insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

#### c. Method of Sharing

if all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

#### B. As a condition of coverage under this endorsement, each additional Insured must:

- a. Give us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit".
- b. Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with policy conditions.
- c. Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional Insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional Insured has actually requested that the insurer provide the additional Insured with a defense and/or indemnity under that policy of insurance.
- d. Agree to make available any other insurance that the additional Insured has for a loss we cover under this endorsement.

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

#### 10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

- 12. Subject to 5. above, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Voluntary Property Damage Coverage.
- 13. Subject to 5. above, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under Care, Custody and Control Coverage regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Condition 2., Items a. and b. are deleted and replaced by the following:

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named Insured unless an officer of the named Insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;

6. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" :

1. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
2. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will void any coverage afforded by the redefined "insured contract" language.
3. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

#### SECTION V - DEFINITIONS

The following is added to Item 12. Mobile Equipment

- e. Vehicles with equipment for snow removal, road maintenance and street cleaning less than 1,000 lbs. GVW.

The following definitions are added for this endorsement only:

#### 3. Bodily Injury Redefined .

Under V - Definitions, definition 3. is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

#### 9. "Insured Contract" Redefined

Under V - Definitions, 9.c. is deleted and replaced with the following:

- c. Any easement of license agreement;

AND

- f(1). is deleted

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- (1) The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- (2) Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (a) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (b) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

4. \*REVISED\* Response Form

4.1. Company Name: Boone Construction Co.  
 4.2. Address: 5611 Brown Station Road  
 4.3. City/Zip: Columbia, Mo. 65202  
 4.4. Phone Number: 573-474-1011  
 4.5. Fax Number: 573-474-1222  
 4.6. Federal Tax ID: 43-1407957

- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. PRICING

Item No.	Description	Unit	Unit Price
<b>Project Area with Less Than 300 ft<sup>2</sup> of Total Concrete Pavement Replacement</b>			
4.7.1.	Removal, Pavement, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 2.75
4.7.2.	Rock Base, 5" Thick, 1.5" Minus, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .80
4.7.3.	Concrete Pavement, 7", < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 10.25
4.7.4.	Concrete Pavement, 7", Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 10.75
4.7.5.	Concrete Pavement, Add. Thick, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .45
4.7.6.	Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .55
4.7.7.	Curb & Gutter, Barrier, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 14.00
4.7.8.	Curb & Gutter, Barrier, Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 15.00
4.7.9.	Curb & Gutter, Roll-Back, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 14.00
4.7.10.	Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 15.00
<b>Project Area with 300 ft<sup>2</sup> or More of Total Concrete Pavement Replacement</b>			
4.7.11.	Removal, Pavement, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 2.15
4.7.12.	Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .70
4.7.13.	Concrete Pavement, 7", ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 9.00
4.7.14.	Concrete Pavement, 7", Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 10.00
4.7.15.	Concrete Pavement, Add. Thick, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .60
4.7.16.	Concrete Pavement, Add. Thick, Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ .70
4.7.17.	Curb & Gutter, Barrier, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 13.00
4.7.18.	Curb & Gutter, Barrier, Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 14.00
4.7.19.	Curb & Gutter, Roll-Back, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 13.00
4.7.20.	Curb & Gutter, Roll-Back, Quick-Cure, ≥ 300 ft <sup>2</sup>	FT <sup>2</sup>	\$ 14.00
<b>All Sized Projects</b>			
4.7.21.	Sawing, Additional	LF	\$ 2.40
4.7.22.	Removal, Extra Depth	FT <sup>3</sup>	\$ 1.00
4.7.23.	Rock Base, Extra Depth, 3" Minus	Ton	\$ 25.00
4.7.24.	Restoration	FT <sup>2</sup>	\$ 2.50
4.7.25.	Cold Weather Accommodations	FT <sup>2</sup>	\$ 1.75
4.7.26.	Joint Sealing	LF	\$ 2.80
4.7.27.	Driveway Replacement	FT <sup>2</sup>	\$ 16.00

4.8. Prompt Payment Terms: 30 days

4.9. Will you accept automated clearinghouse (ACH) for payment of invoices? yes

4.10. **Additional Work (2.1.17.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

**Please attach schedule of equipment / labor rates to bid response.**

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign By Hand):

Stephen L. Barnes V.P.

4.11.2. Type or Print Signed Name:

Stephen L. Barnes V.P.

4.11.3. Today's Date: 1/21/15

**(Please complete and return with Contract)**

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

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

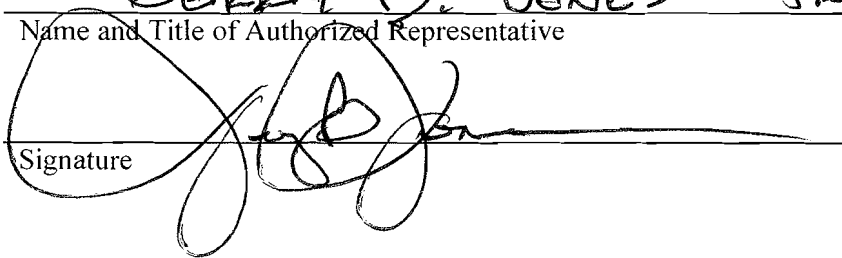
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

JERRY B. JONES      PRESIDENT

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Name and Title of Authorized Representative

Signature 

Date ~~June 21, 2009~~ <sup>JBJ</sup> 2/5/2015

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

County of BOONE )  
 )ss  
State of MISSOURI )

My name is STEPHEN L. BARNES I am an authorized agent of BOONE CONSTRUCTION Co. (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.

 1/21/15  
Affiant Date

STEPHEN L. BARNES, V.P  
Printed Name

Subscribed and sworn to before me this 21 day of JANUARY, 2015.

  
Notary Public

**GAIL STORIE**  
**Notary Public-Notary Seal**  
**STATE OF MISSOURI**  
**Montgomery County**  
**My Commission Expires: May 1, 2015**  
**Commission #11522052**

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



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 Boone Construction Co. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 179435

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 **Boone Construction Co.**

**JERRY B JONES**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/13/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/13/2009

Date



**2015 CONCRETE REPAIR TERM & SUPPLY  
ADDITIONAL WORK HOURLY STANDARD RATE**

PICK UP TRUCKS	\$20.00
DUMP TRUCKS	\$80.00
SUPPORT TRUCK	\$20.00
TRUCK/LOWBOY	\$135.00
SKID STEER	\$50.00
ROLLER (5 TON)	\$50.00
BROOM	\$25.00
RUBBER TIRED EXCAVATOR	\$80.00
TRACK EXCAVATOR	\$80.00
MINI EXCAVATOR	\$65.00
RUBBER TIRED BACKHOE	\$50.00
TAR POT	\$25.00
ROLLER SCREED	\$20.00
AIR COMPRESSOR	\$20.00
4-GANG DRILL	\$30.00
WALKING SAW	\$40.00

*An Equal Opportunity Employer*

**ATTACHMENT A**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

(File with Bid Form)

1. Number of years in business: 28 If not under present firm name, list previous firm names and types of organizations.

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2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
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SEE ATTACHED

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3. General type of work performed:

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4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: - 0 -

(b) Description of defaulted contracts and reason therefore:

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5. List references:

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SEE ATTACHED

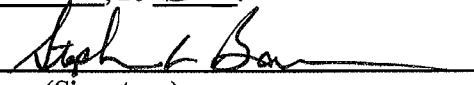
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Dated at COLUMBIA, MISSOURI

this 21 day of JANUARY, 2015.

BOONE CONSTRUCTION CO.  
Name of Organization(s)

By   
(Signature)

STEPHEN W. BARNES, VICE PRESIDENT  
(Title of Person Signing)

**BOONE CONSTRUCTION CO**

**2013 PROJECTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work	Status
13-001PR	BUCHANAN COUNTY	J1P2195	\$ 339,636.00		HERZOG CONTRACTING CORP. ST. JOSEPH, MO	MODOT	PAVEMENT REPAIR	complete
13-002PR	CASS COUNTY RT. 7	J4P2359	\$ 145,150.67		APAC-MISSOURI COLUMBIA, MO	MODOT	PAVEMENT REPAIR	complete
13-003BC	ANDREW COUNTY	BRO-B002(39)	\$ 347,938.50		BOONE CONSTRUCTION CO.	ANDREW COUNTY SAVANNAH, MO	TT-GIRDER BRIDGE	complete
13-004BC	PUTNAM COUNTY	BRO-B086(24)	\$ 714,860.90		BOONE CONSTRUCTION CO.	PUTNAM COUNTY UNIONVILLE, MO	STEEL GIRDER BRIDGE	complete
13-005BC	MORGAN COUNTY	BRO-B071(8)	\$ 395,387.65		BOONE CONSTRUCTION CO.	MORGAN COUNTY VERSAILES, MO	BRIDGE & BOX	complete
13-006PV	BOONE COUNTY	J5P3079	\$ 599,996.00		BOONE CONSTRUCTION CO.	MODOT	ROCK SLIDE	complete
13-007BC	BUCHANAN COUNTY	BRO-B011(28)	\$ 489,803.90		BOONE CONSTRUCTION CO.	BUCHANAN COUNTY ST. JOSEPH, MO	TT-GIRDER BRIDGE	complete
13-008BC	CLARK COUNTY	BRO-B023(24)	\$ 567,421.54		BOONE CONSTRUCTION CO.	CLARK COUNTY COMMISSION KAHOKA, MO	I-GIRDER BRIDGE	complete
13-009PV	RANDOLPH COUNTY	J2P2224	\$ 369,992.19		BOONE CONSTRUCTION CO.	MODOT	ADA IMPROVEMENTS	complete
13-010BC	MERCER COUTNY	IBRD-9900(253)	\$ 233,610.00		BOONE CONSTRUCTION CO.	MERCER COUNTY COMMISSION PRINCETON, MO	PRE-FAB BOX GIRDER	complete
13-011BC	KATY TRAIL BRIDGE REPAIR	130/2013	\$ 79,500.00		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA COLUMBIA, MO	BRIDGE REPAIR	complete
13-012BC	BATES COUNTY	BRO-B007(17)	\$ 999,873.50		BOONE CONSTRUCTION CO.	BATES COUNTY COMMISSION BUTLER, MO	I-GIRDER BRIDGE	complete
13-013BC	KATY TRAIL BRIDGES	X1108-01	\$ 688,000.00		BOONE CONSTRUCTION CO.	STATE OF MISSOURI	3 TRAIL BRIDGES	complete
13-014PR	I-29 PAVEMENT REPAIR	N/A	\$ 55,152.75		BOONE CONSTRUCTION CO.	ROBERTS PIPELINE	PAVEMENT REPAIR	complete
13-015PV	JASPER COUNTY	J7P2198	\$ 71,700.00		APAC-MISSOURI	MODOT	BOX EXTENSIONS	complete
13-016PV	CALDWELL COUNTY B0032	J5B0800			KTU	MODOT	DROP INLETS	complete

**BOONE CONSTRUCTION CO**

<b>Job No.</b>	<b>Project Name</b>	<b>Project No.</b>	<b>Value</b>	<b>Contract Date</b>	<b>General Contractor</b>	<b>Engineer/Owner</b>	<b>Scope of Work</b>	<b>Status</b>
13-017PV	TEXAS AVE. SIDEWALK	2/2014	\$ 76,644.33		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA, MO	SIDEWALK	complete
13-018PV	BOONE/CALLAWAY	J561400C	\$ 90,667.60		CHESTER L. BROSS	MODOT	HEADWALL MOD.	complete
13-019BC	SULLIVAN COUNTY	BRO-B105(22)	\$ 544,945.00		BOONE CONSTRUCTION CO.	SULLIVAN COUNTY COMMISSION MILAN, MO	STEEL BRIDGE	complete
13-020BC	MONROE COUNTY	BRO-B069(40)	\$ 336,936.00		BOONE CONSTRUCTION CO.	MONROE COUNTY COMMISSION PARIS, MO	2 BRIDGES	complete
13-021BC	MONROE COUNTY	BRO-B069(42)	\$ 154,438.40		BOONE CONSTRUCTION CO.	MONROE COUNTY COMMISSION PARIS, MO	BOX CULVERT	complete
13-022BC	VERNON COUNTY	BRO-B108(40)	\$ 221,973.50		BOONE CONSTRUCTION CO.	VERNON COUNTY COMMISSION NEVADA, MO	I-GIRDER BRIDGE	complete
13-023PV	MONTGOMERY	J2I3064	\$ 109,247.50		MAGRUDER PAVING LLC	MODOT	SIDEWALKS/DROP INLET	complete
13-024PV	ST. GENEVIEVE RT. 55	J0I2180	\$ 161,079.00		MAGRUDER PAVING LLC	MODOT	CURB BLOCKOUTS	complete

**BOONE CONSTRUCTION CO**

<b>Job No.</b>	<b>Project Name</b>	<b>Project No.</b>	<b>Value</b>	<b>Contract Date</b>	<b>General Contractor</b>	<b>Engineer/Owner</b>	<b>Scope of Work</b>	<b>Status</b>
2014 PROJECTS								
14-001BC	HOWARD COUNTY	BRO-B045(28)	\$ 229,937.25		BOONE CONSTRUCTION CO.	HOWARD COUNTY COMMISSION FAYETTE, MO	I-GIRDER BRIDGE	complete
14-002BC	MERCER COUNTY	BRO-B065(32)	\$ 267,190.80		BOONE CONSTRUCTION CO.	MERCER COUNTY COMMISSION PRINCETON, MO	I-GIRDER BRIDGE	complete
14-003BC	HENRY COUNTY	BRO-B042(27)	\$ 249,162.40		BOONE CONSTRUCTION CO.	HENRY COUNTY COMMISSION CLINTON, MO	BOX BEAM BRIDGE	complete
14-004BC	CALDWELL COUNTY	BRO-B013(32)	\$ 859,466.00		BOONE CONSTRUCTION CO.	CALDWELL COUNTY COMMISSION KINGSTON, MO	I-GIRDER BRIDGE	complete
14-005BC	BOONE COUNTY	01-09JAN14	\$ 214,990.60		BOONE CONSTRUCTION CO.	BOONE COUNTY COMMISSION COLUMBIA, MO	BRIDGE REHAB	complete
14-006BC	CEDAR COUNTY	BRO-B020(14)	\$ 243,054.50		BOONE CONSTRUCTION CO.	CEDAR COUNTY COMMISSION STOCKTON, MO	BOX BEAM BRIDGE	complete
14-007BC	HICKORY COUNTY	BRO-B043(10)	\$ 319,461.75		BOONE CONSTRUCTION CO.	HICKORY COUNTY COMMISSION HERMITAGE, MO	SLAB BEAM BRIDGE	complete
14-008BC	VERNON COUNTY	BRO-B108(39)	\$ 344,963.45		BOONE CONSTRUCTION CO.	VERNON COUNTY COMMISSION NEVADA, MO	STEEL BRIDGE	complete
14-009BC	HARDEN, MO		\$ 27,500.00		BOONE CONSTRUCTION CO.	HARDIN SPEC. RD DIST. HARDIN, MO	PILE DRIVING	complete
14-010BC	WARRENSBURG	41506	\$ 31,652.20		BOONE CONSTRUCTION CO.	UNIVERSITY OF MISSOURI COLUMBIA, MO	PILE DRIVING	complete
14-011BC	COLUMBIA-CAPEN PARK	REQ 65/2014	\$ 154,449.00		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA COLUMBIA, MO	BRIDGE REHAB	in progress
14-012BC	FAIRCOM EAST DRIVEWAY		\$ 206,785.50		BOONE CONSTRUCTION CO.	FAIRCOM COLUMBIA, MO	BRIDGE	complete
14-013PV	BOONE RT. 63	J2P226B/J5P2233	\$ 45,133.37		APAC	MODOT	BOX CULVERTS	complete
14-014BC	RAY COUNTY		\$ 28,500.00		BOONE CONSTRUCTION	RAY COUNTY RICHMOND, MO	PILE DRIVING	complete
14-015BC	LINCOLN	BRIDGE 29500071	\$ 349,875.00		BOONE CONSTRUCTION CO.	LINCOLN COUNTY	BRIDGE	in progress

**BOONE CONSTRUCTION CO**

<b>Job No.</b>	<b>Project Name</b>	<b>Project No.</b>	<b>Value</b>	<b>Contract Date</b>	<b>General Contractor</b>	<b>Engineer/Owner</b>	<b>Scope of Work</b>	<b>Status</b>
14-016PV	COLUMBIA-ASHLAND RD.	83-2014	\$ 169,772.30		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA TROY, MO	SIDEWALK	complete
14-017BC	RANDOLPH COUNTY	BRO-B088(22)	\$ 986,954.95		BOONE CONSTRUCTION CO.	RANDOLPH COUNTY HUNTSVILLE, MO	BRIDGE	in progress
14-018BC	SALINE	BRO-B097(46)	\$ 839,920.69		BOONE CONSTRUCTION CO.	MARSHALL, MO	BRIDGE	in progress
14-019BC	RANDOLPH		\$ 20,000.00		BOONE CONSTRUCTION CO.	KANSAS CITY SOUTHERN RAIL	BRIDGE REMOVAL	complete
14-020BC	DAVISS	BRO-B031(33)	\$ 613,226.70		BOONE CONSTRUCTION CO.	DAVISS COUNTY COMMISSION GALLATIN, MO	BRIDGE	in progress
14-021BC	COLUMBIA	118/2014	\$ 926,753.50		BOONE CONSTRUCTION CO.	CITY OF COLUMBIA COLUMBIA, MO	TRAIL BRIDGES	in progress



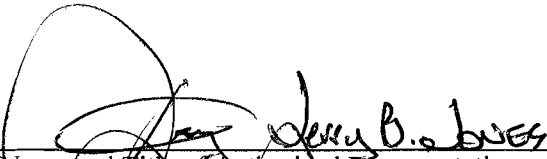
(Please complete and return with Contract)

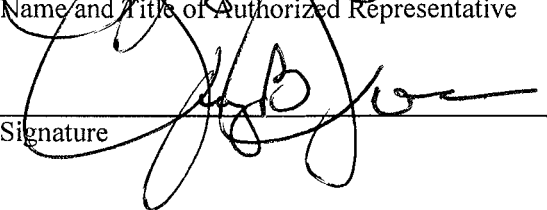
Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

 Jay B. Jones President  
Name and Title of Authorized Representative

 Jay B. Jones  
Signature

2/5/15  
Date

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

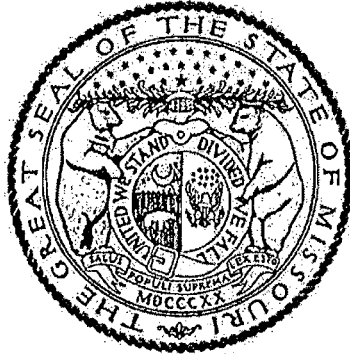
1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 21

Section 010

**BOONE COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/14		\$32.06	55	60	\$20.71
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction) Lineman	9/14		\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator	9/14		\$35.46	43	45	\$5.00 + 36.5%
Groundman	9/14		\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker	8/14		\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	86	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.51	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Roofer \ Waterproofor	9/14		\$29.30	12	4	\$14.55
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

\*\*Annual Incremental Increase

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

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

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

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

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

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$35.75, Fringes - \$26.68

    All work under \$7 Mil. Total Mech. Contract - \$34.41, Fringes - \$21.29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

**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.

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

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

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

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

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

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

**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 these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

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

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

**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.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman	9/14	\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator	9/14	\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman	9/14	\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oiler-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.65
Group IV	6/14	\$28.79	22	19	\$11.65

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.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked 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.

**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.

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

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**NO. 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.

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

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



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

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

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

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

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

---

Applicant Date Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

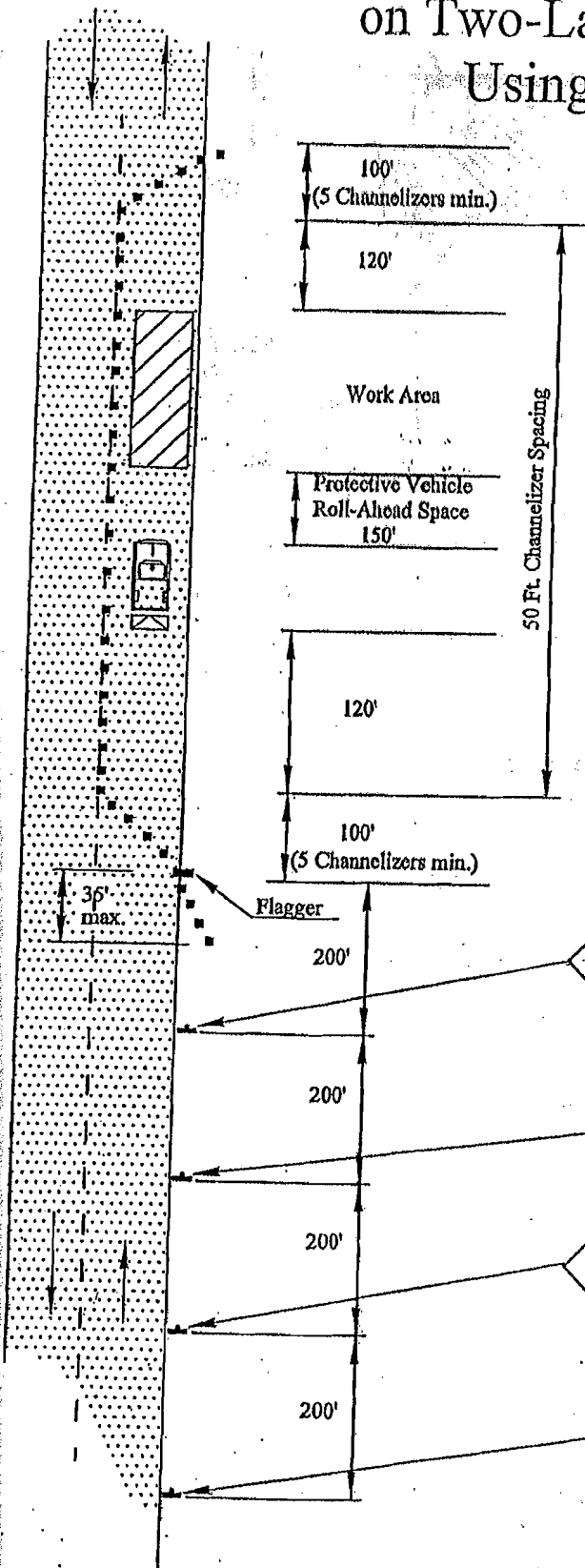
\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

# Low Volume Lane Closure on Two-Lane Highway Using Flaggers



### Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

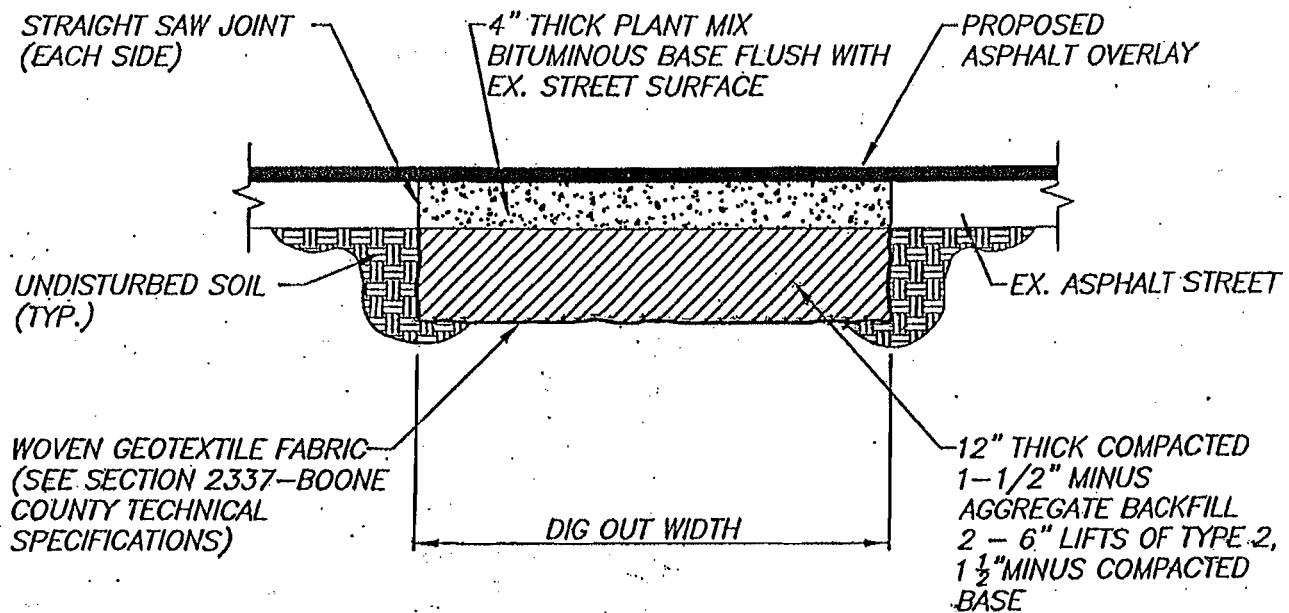
See MUTCD and MODO T Regulations for additional applicable details, notes, and definitions.

## Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.  
5551 HIGHWAY 63 SOUTH  
COLUMBIA, MISSOURI 65201-9711  
PHONE (573) 449-8515  
FAX (573) 575-1602

PROJECT No:
DATE: 3/22/10
SCALE: Not to Scale
DESIGN BY: A D
DRAWN BY: TC
CHECKED BY:
SHEET 1 OF 1



Notes:

1. Sawcut area designated by Boone County Public Works.
2. Excavate to a Minimum of 16" Depth\*\*
3. Compact Bottom and Place Woven Fabric. (Mirafi 600X or Approved Equal.)
4. Place Two (2) 6" Lifts of Type 2, 1 1/2" Minus Compacted Base.
5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
6. Additional Depth shall be backfilled with Type 2, 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
7. Base MUST be approved by Inspector BEFORE placement of Fabric and Rock.
8. Contractor shall remove and dispose of all materials excavated from the repair area.

\*\* Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

# Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10





*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A  
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 02-21JAN15 – 2015 Concrete Repair Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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



*Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

***Amy Robbins, Senior Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: arobbins@boonecountymo.org

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***Bid Data***

Bid Number: **02-21JAN15**  
Commodity Title: **2015 Concrete Repair Term & Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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***Bid Submission Address and Deadline***

Day / Date: **Wednesday, January 21, 2015**  
Time: **1:30 P.M. C.S.T. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201**  
Directions: **The Boone County Annex Building is located on the Northwest corner at 7<sup>th</sup> St. and Ash St. Wheelchair accessible entrance is available on the South side of the building.**

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***Bid Opening***

Day / Date: **Wednesday, January 21, 2015**  
Time: **1:30 P.M. C.S.T.**  
Location / Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201**

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***Pre-Bid Meeting***

Day / Date: **Tuesday, January 13, 2015**  
Time: **10:30 a.m. CST**  
Location / Address: **Room 301  
Boone County Government Center  
801 E. Walnut  
Columbia, Missouri, 65201**

***Bid Contents***

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Standard Terms and Conditions**
- Prevailing Wage - Annual Order #21**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
    - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
    - Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
    - Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
    - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
    - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
    - Supplier* - All business(s) entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390 E-mail: arobbins@boonecountymo.org.
  - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
  - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
  - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.
  - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
    - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
      - 1) the provisions of the Contract (as it may be amended);
      - 2) the provisions of the Bid;

- 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the bid items within. The County intends to award to a Primary and Secondary vendor in order to be able to mobilize two contractors simultaneously.
- 2.1.1. **Removal, Pavement, < 300 ft<sup>2</sup>** (Item 4.7.1.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.2. **Rock Base, 5" Thick, 1.5" Minus, < 300 ft<sup>2</sup>** (Item 4.7.2.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.3. **Concrete Pavement, 7", < 300 ft<sup>2</sup>** (Item 4.7.3.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.5. will be used in addition to this item. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.4. **Concrete Pavement, 7", Quick-Cure, < 300 ft<sup>2</sup>** (Item 4.7.4.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.6. will be used in addition to this item. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.5. **Concrete Panel Replacement, Additional Thickness, < 300 ft<sup>2</sup>** (Item 4.7.5.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. - 1 ft<sup>2</sup> of 8" thickness will be paid at 1 unit of item 4.7.3 and 1 unit of item 4.7.5.. 1 ft<sup>2</sup> of 9" thickness will be paid at 1 unit of item 4.7.3 and 2 units of item 4.7.5. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.6. **Concrete Panel Replacement, Additional Thickness, Quick-Cure, < 300 ft<sup>2</sup>** (Item 4.7.6.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.4. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. - 1 ft<sup>2</sup> panel of 8" thickness will be paid at 1 unit of item 4.7.4 and 1 unit of item 4.7.6. 1 ft<sup>2</sup> of panel 9" thickness will be paid at 1 unit of item 4.7.4 and 2 units of item 4.7.6. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.7. **Curb and Gutter, Barrier, < 300 ft<sup>2</sup>** (Item 4.7.7.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.8. **Curb and Gutter, Barrier, Quick-Cure, < 300 ft<sup>2</sup>** (Item 4.7.8.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.9. **Curb and Gutter, Roll-Back, < 300 ft<sup>2</sup>** (Item 4.7.9) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.10. **Curb and Gutter, Roll-Back, Quick-Cure, < 300 ft<sup>2</sup>** (Item 4.7.10) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.11. **Removal, Pavement, ≥ 300 ft<sup>2</sup>** (Item 4.7.11.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.12. **Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft<sup>2</sup>** (Item 4.7.12.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with at least 300 ft<sup>2</sup>

- of concrete pavement replacement.
- 2.1.13. **Concrete Pavement, 7", ≥ 300 ft<sup>2</sup>** (Item 4.7.13.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.15. will be used in addition to this item. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.14. **Concrete Pavement, 7", Quick-Cure, ≥ 300 ft<sup>2</sup>** (Item 4.7.14.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.16. will be used in addition to this item. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.15. **Concrete Panel Replacement, Additional Thickness, ≥ 300 ft<sup>2</sup>** (Item 4.7.15.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. – 1 ft<sup>2</sup> of 8" thickness will be paid at 1 unit of item 4.7.13 and 1 unit of item 4.7.15.. 1 ft<sup>2</sup> of 9" thickness will be paid at 1 unit of item 4.7.13 and 2 units of item 4.7.15. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.16. **Concrete Panel Replacement, Additional Thickness, Quick-Cure, ≥ 300 ft<sup>2</sup>** (Item 4.7.16.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.14. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. – 1 ft<sup>2</sup> of 8" thickness will be paid at 1 unit of item 4.7.14 and 1 unit of item 4.7.16. 1 ft<sup>2</sup> of 9" thickness will be paid at 1 unit of item 4.7.14 and 2 units of item 4.7.16. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.17. **Curb and Gutter, Barrier, ≥ 300 ft<sup>2</sup>** (Item 4.7.17.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.18. **Curb and Gutter, Barrier, Quick-Cure, ≥ 300 ft<sup>2</sup>** (Item 4.7.18.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.19. **Curb and Gutter, Roll-Back, ≥ 300 ft<sup>2</sup>** (Item 4.7.19) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.20. **Curb and Gutter, Roll-Back, Quick-Cure, ≥ 300 ft<sup>2</sup>** (Item 4.7.20) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft<sup>2</sup> of concrete pavement replacement.
- 2.1.21. **Sawing, Additional** (Item 4.7.21.) Sawing that is in addition to that required for other items. This item applies to all project areas.
- 2.1.22. **Removal, Extra Depth** (Item 4.7.22.) Removal of subgrade below that described in 2.1.2. and 2.1.12. This item applies to all project areas.
- 2.1.23. **Rock Base, Extra Depth, 3" Minus** (Item 4.7.23.) Compacted 3" minus rock to replace subgrade removed as described in 2.1.22. This item applies to all project areas.
- 2.1.24. **Restoration** (Item 4.7.24.): This item will typically be used to restore roadside areas that are disturbed. This item applies to all project areas. Restoration will be paid by the square foot.
- 2.1.25. **Cold Weather Accommodations** (Item 4.7.25.) All additional work, materials, and accommodations required to conform to Section 231.9 of Boone County, Missouri Roadway Regulations Chapter 2, Road, Bridge, & Right-of-Way Regulations. Item to be paid per square yard of concrete paving items (4.7.3, 4.7.4, 4.7.7, 4.7.8, 4.7.9, 4.7.10, 4.7.13, 4.7.14, 4.7.17, 4.7.18, 4.7.19, 4.7.20) when Construction Inspector determines these provisions are necessary.
- 2.1.26. **Joint Sealing** (Item 4.7.26.) Joints shall be sealed with a hot poured rubberized type crack seal material (Crafco Polyflex Type 2 or approved equal). Traffic may be allowed on unsealed joints, but all joints must be cleared of debris before sealing. Joint sealing should be performed before contractor finishes a particular work site (subdivision or road). Material is to be placed slightly below pavement surface in a tidy manner. Payment will be made for square footage of pavement

that has its joints sealed.

- 2.1.27. **Driveway Replacement** (Item 4.7.27.) This item will be used to replace portions of driveways determined necessary to accommodate planned work in roadway. This will include all items necessary for sawing and removal of existing driveway material, installation of 4" of rock base, and 5" of Concrete pavement (either conventional or quick-curing) as determined necessary by the County. This item is not intended to repair driveways damaged by contractor. Any damage to driveways either due to contractor negligence or unforeseen conditions will be replaced by contractor at no charge to the County. Contractor shall evaluate driveways prior to work nearby and notify County of conditions that may lead to driveway damage.
- 2.1.28. All requirements of Detail 200.01A, Joint Details (P.C. Concrete Pavement) shall be observed for work done under this contract, except that joint sealing may be performed as one operation upon completion of work in that area. Traffic may be allowed on unsealed joints, but joints shall be cleaned of debris before sealing.
- 2.1.29. All equipment and materials must be removed from work site if no significant work is performed for more than two Working Days. Penalty for delays beyond two days without removing said items will be \$500/working day.
- 2.1.30. **Additional Work:** (Item 4.10.) Contractor selected for this contract should **submit to Boone County a schedule of equipment that may be used and labor rates for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **SCOPE** – There is no minimum quantity of work expressed or implied associated with this contract. However, the County has approximately 15,000 ft<sup>2</sup> of panels that have been identified as possible replacement as part of this contract. However, budget limitations and contract unit prices will contribute to determining actual amount of work performed.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **Contract Duration** - The contract shall be effective from the **date of award through December 31, 2015.**
- 2.3.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 2.4.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.6. **SPECIAL PROVISIONS**
- 2.6.1. **Class of Concrete** – All concrete used under this contract shall be Class A as described in Section 230.4 of Boone County, Missouri Chapter 2, Road, Bridge, & Right of Way Regulations, except Quick-Cure mixes as indicated within this document.
- 2.6.2. **Coarse Aggregate** - All concrete used as part of this contract must use only MoDOT approved



coarse aggregate (STATE ROCK.)

- 2.6.3. **Micro-Reinforcement Fiber** – All mixes used for the contract shall contain a polypropylene fibrillated reinforcement fiber (Polymesh or approved equal) at a rate recommended by the manufacturer, but should be about 1.5 lbs per cubic yard.
- 2.6.4. **Load Tickets** - Contractor must provide County with load tickets for concrete mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.
- 2.6.5. **Quick-Cure Mixes** - Non-Chloride Accelerant shall be used in all Quick-Cure mixes at a rate of 2% with 8 sacks of cement, except that with the approval of the Engineer, the County may substitute a 2% Calcium-Chloride with 8 sacks of cement mix when needed for very early strength at no additional cost.
- 2.6.6. **Additional Sawing** – Unless directed by County otherwise, when partial panels are replaced, Contractor shall saw the full width of the road to form adjacent panels of same length. Payment for this additional sawing will be paid by the linear foot of sawing performed beyond that required for panel replacement.
- 2.6.7. **Traffic Control** - The contractor will be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.6.7.1. The County will notify public of work to be done that may affect traffic and on-street parking. The County needs to give a minimum of 3 days notice to public prior to requiring vehicle removal from the street.
- 2.6.8. **Base Compaction** – Existing base material shall be compacted prior to installation of rock base material or concrete.
- 2.6.9. **Rebar** - #4 Rebar for pinning replacement panel to existing as shown in the detail shall be incidental to all concrete replacement items.
- 2.6.10. The work performed under this contract may be such that either many panels may be replaced in a neighborhood or road, or very few. In order to keep unit prices relevant in relation to the amount of work that is requested, the bid items have been broken down into three groups:
  - PROJECT AREA WITH LESS THAN 300 FT<sup>2</sup> OF TOTAL CONCRETE PAVEMENT REPLACEMENT
  - PROJECT AREA WITH 300 FT<sup>2</sup> OR MORE OF TOTAL CONCRETE PAVEMENT REPLACEMENT
  - ALL SIZED PROJECTS

A PROJECT AREA will be defined as either a neighborhood (Subdivision) or a continuous Collector type road and will be agreed upon before work is executed.

A request for work from the County may include work in several project areas, but the total replacement areas will be totaled up for each project area separately. The County will provide an estimate to the Contractor upon requesting work to be done as part of this contract. This estimate will make clear the intention of which bid items are being used.

- 2.6.10.1. Replacement of full panels and half panels is the intended method of operation of this contract. However, the Contractor may replace any proportion of a panel as requested by the County. The County and the Contractor will come to an agreement about these replacements before proceeding with work.
- 2.6.11. **Curing Compound** – A curing compound approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer's recommendations.
- 2.6.12. All mixes used in this contract may contain approved Class C fly ash to replace a maximum of 25 percent of the Portland cement on a pound for pound basis.
- 2.7. **WARRANTY** - The contractor shall warranty both the labor and material for a period of one year from the date of application. Panels exhibiting excessive distresses within one year of installation, at the discretion of the Engineer, will be replaced by the Contractor at no cost to the County.
- 2.8. **INSPECTION** - Projects will be inspected by department personnel.
- 2.9. **BIDDERS EXPERIENCE AND QUALIFICATIONS** – The bidder must be approved to

**perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.

- 2.10. **SCHEDULING** – It is anticipated that the County will provide the Contractor with a list of projects to be completed as part of this contract in March of 2015. The contractor will be required to complete all such projects prior to October 1, 2015. The contractor shall notify the County not less than 7 calendar days prior to the beginning of a particular project. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.11. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 21** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.12. **INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.12.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate

limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 2.12.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.12.4. **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.
- 2.12.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.13. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

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

incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.15. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.16. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
  - 2.16.1. Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.17. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.18. **OVERHEAD LINE PROTECTION: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.19. **OSHA PROGRAM REQUIREMENTS** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
  - 2.19.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**
  - 2.19.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.20. **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. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

- (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.
- 2.21. **PAYMENT BOND** – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



BOONE COUNTY, MISSOURI  
Request for Bid #: 02-21JAN15 – 2015 Concrete Repair Term & Supply

ADDENDUM #1 - Issued January 15, 2015

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

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

- 1.) Vendors are instructed to discard the Response Form originally provided with the bid document and to use the attached REVISED RESPONSE FORM for their bid submission. Changes to the bid form include:
  - The Unit of Measure for Item 4.7.26. *Joint Sealing* has been changed to Linear Foot, "LF."


By:   
Amy Robbins  
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 02-21JAN15 – 2015 Concrete Repair Term and Supply, receipt of which is hereby acknowledged:

Company Name: BOONE CONSTRUCTION CO.

Address: 5611 BROWN STATION ROAD, COLUMBIA, MO 65202

Phone Number: 573-474-1011 Fax Number: 573-474-1222

Authorized Representative Signature:  Date: 1/21/15

Authorized Representative Printed Name: STEPHEN L. BARNES, V.P.

JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

# MISSOURI ONLINE BUSINESS FILING



## Gen. Business - For Profit Details as of 1/29/2015

- Files & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

\*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

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RETURN TO SEARCH RESULTS      Select filing from the list.      FILE ONLINE

Filing Type      Acceptance of a General Business to a Non Pr

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ORDER COPIES/  
CERTIFICATES

General Information	Filings	Address	Contact(s)
Name(s) BOONE CONSTRUCTION CO.		<u>Address</u> 5611 Brown Station Rd. Columbia, MO 65202	
Type Gen. Business - For Profit		Charter No. 00287994	
Domesticity Domestic		Status Good Standing	
Registered Agent Jones, Jerry B. 5611 Brown Station Rd. Columbia, MO 65202		Date Formed 4/15/1986	
Duration Perpetual			
Renewal Month November			
Report Due 2/29/2016			

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.



**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Boone\* Construction\* Company\***  
**Record Status: Active**

<b>ENTITY</b>	R. & L. Boone Construction Company	Status:Active
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DUNS: 052295342	+4:	CAGE Code: 1CFM3	DoDAAC:
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Expiration Date: May 12, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
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Address: 12785 Rocky Hill Ave

City: Marceline

ZIP Code: 64658-7245

State/Province: MISSOURI

Country: UNITED STATES

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

24th

day of

February

20 15

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

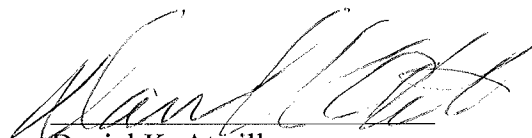
Now on this day the County Commission of the County of Boone does hereby award bid 07-29JAN15 – Managed Print Services Term & Supply to Sumner Group, Inc. d/b/a Image Technologies of Missouri.

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

Done this 24th day of February, 2015.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Janel M. Thompson  
Janel M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: February 13, 2015  
RE: 07-29JAN15 – Managed Print Services Term & Supply

07-29JAN15 – Managed Print Services Term & Supply opened on January 29, 2015. Six bids were received and Information Technology recommends award to Sumner Group, Inc. D/B/A Image Technologies of Missouri for providing the lowest bid in the best interest of the County.

\$38,620 was budgeted for this contract in 2015 and invoices will be paid from departments 1170 (Information Technology,) 2010 (Assessment,) 2045 (RM Design & Construction,) 6100 (Facilities Maintenance,) 1263 (IV-D,) and 2040 (PW Maintenance Operations,) account 60050 – Equipment Service Contract.

cc: Aron Gish, Information Technology  
Trudy Fisher, Information Technology  
Bid File

ATT: IT Bid Recommendation  
Bid Tabulation



**BOONE COUNTY**  
**Department of Information Technology**  
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4319

Aron Gish

Director

**DATE:** February 9, 2015  
**TO:** Amy Robbins  
**FROM:** Aron Gish  
**SUBJECT:** Bid Award Recommendation – 07-29JAN15 – Managed Print Services Term & Supply

**The Boone County Information Technology Department would recommend awarding the Managed Print Services Term & Supply bid to Sumner Group LLC D/B/A/ Image Technologies of Missouri.**

**This recommendation is based on multiple factors. These factors include poor references with low bidder and poor history of service with low bidder parent company. Low bidder imageQuest, did not provide any local area customers for references. imageQuest is a Xerox Company. Boone County is currently using Xerox for Managed Print Services and is not satisfied with the quality of service and supplies we are receiving. In checking references for imageQuest, we discovered some of the same concerns with them as we currently are experiencing with Xerox, their parent company. Image Technologies which was second low bidder, had outstanding references from local customers who will be using the same personnel to manage our account. In speaking with Image Technologies's current customers for references on service and supplies, we did not find any concerns at this time.**

**BID TABULATION No. 07-2011-AN15 -  
Managed Print Services Term and Supply**

PRICING	Est. Monthly Usage	Image Quest		Summer Group LLC d/b/a Image Technologies of Missouri		Da-Com Digital Office Solutions		Data Comm		Office Essentials, Inc.		GFI Digital		
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
<b>4.12 - YEAR ONE</b>														
4.12.1.	Black & White Prints	100,000	\$0.012000	1,200.00	\$0.014000	1,400.00	\$0.015010	\$1,501.00	\$0.018310	1,831.00	\$0.019900	1,990.00	\$0.021300	2,130.00
4.12.2.	Color Prints	2,000	\$0.120000	240.00	\$0.180000	360.00	\$0.176340	\$352.68	\$0.150000	300.00	\$0.100800	201.60	\$0.222400	444.80
4.12.3.	<b>Total Monthly Commitment (4.12.1-4.12.2)</b>			<b>1,440.00</b>		<b>1,760.00</b>		<b>\$1,853.68</b>		<b>2,131.00</b>		<b>2,191.60</b>		<b>2,574.80</b>
4.12.4.	Black & White Prints over monthly usage estimate		\$0.012000		\$0.010000		\$0.015010		\$0.018310		\$0.019900		\$0.021300	
4.12.5.	Color Prints over monthly usage estimate		\$0.120000		\$0.145000		\$0.176340		\$0.150000		\$0.100800		\$0.222400	
<b>4.13 - YEAR TWO</b>														
4.13.1.	Black & White Prints	100,000	\$0.012180	1,218.00	\$0.014200	1,420.00	\$0.015010	\$1,501.00	\$0.018310	1,831.00	\$0.020300	2,030.00	\$0.022365	2,236.50
4.13.2.	Color Prints	2,000	\$0.121800	243.60	\$0.182700	365.40	\$0.176340	\$352.68	\$0.150000	300.00	\$0.102800	205.60	\$0.233520	467.04
4.13.3.	<b>Total Monthly Commitment (4.13.1-4.13.2)</b>			<b>1,461.60</b>		<b>1,785.40</b>		<b>\$1,853.68</b>		<b>2,131.00</b>		<b>2,235.60</b>		<b>2,703.54</b>
4.13.4.	Black & White Prints over monthly usage estimate		\$0.012180		\$0.010200		\$0.015010		\$0.018310		\$0.020300		\$0.022365	
4.13.5.	Color Prints over monthly usage estimate		\$0.121800		\$0.147200		\$0.176340		\$0.150000		\$0.102800		\$0.233520	
<b>4.14 - YEAR THREE</b>														
4.14.1.	Black & White Prints	100,000	\$0.012480	1,248.00	\$0.014400	1,440.00	\$0.015760	\$1,576.00	\$0.018310	1,831.00	\$0.020700	2,070.00	\$0.023480	2,348.00
4.14.2.	Color Prints	2,000	\$0.124800	249.60	\$0.185400	370.80	\$0.185200	\$370.40	\$0.150000	300.00	\$0.104900	209.80	\$0.245100	490.20
4.14.3.	<b>Total Monthly Commitment (4.14.1-4.14.2)</b>			<b>1,497.60</b>		<b>1,810.80</b>		<b>\$1,946.40</b>		<b>2,131.00</b>		<b>2,279.80</b>		<b>2,838.20</b>
4.14.4.	Black & White Prints over monthly usage estimate		\$0.012180		\$0.010600		\$0.015760		\$0.018310		\$0.020700		\$0.023480	
4.14.5.	Color Prints over monthly usage estimate		\$0.124800		\$0.151600		\$0.185200		\$0.150000		\$0.104900		\$0.245100	
<b>4.15 - YEAR FOUR</b>														
4.15.1.	Black & White Prints	100,000	\$0.012920	1,292.00	\$0.014600	1,460.00	\$0.016550	\$1,655.00	\$0.018310	1,831.00	\$0.021100	2,110.00	\$0.024650	2,465.00
4.15.2.	Color Prints	2,000	\$0.129200	258.40	\$0.188200	376.40	\$0.194500	\$389.00	\$0.150000	300.00	\$0.107000	214.00	\$0.257300	514.60
4.15.3.	<b>Total Monthly Commitment (4.15.1-4.15.2)</b>			<b>1,550.40</b>		<b>1,836.40</b>		<b>\$2,044.00</b>		<b>2,131.00</b>		<b>2,324.00</b>		<b>2,979.60</b>
4.15.4.	Black & White Prints over monthly usage estimate		\$0.012920		\$0.010600		\$0.016550		\$0.018310		\$0.021100		\$0.024650	
4.15.5.	Color Prints over monthly usage estimate		\$0.129200		\$0.151600		\$0.194500		\$0.150000		\$0.107000		\$0.257300	
<b>4.16 - YEAR FIVE</b>														
4.16.1.	Black & White Prints	100,000	\$0.013590	1,359.00	\$0.014800	1,480.00	\$0.017380	\$1,738.00	\$0.018310	1,831.00	\$0.021500	2,150.00	\$0.025880	2,588.00
4.16.2.	Color Prints	2,000	\$0.135600	271.20	\$0.191000	382.00	\$0.204200	\$408.40	\$0.150000	300.00	\$0.109100	218.20	\$0.270100	540.20
4.16.3.	<b>Total Monthly Commitment (4.16.1-4.16.2)</b>			<b>1,630.20</b>		<b>1,862.00</b>		<b>\$2,146.40</b>		<b>2,131.00</b>		<b>2,368.20</b>		<b>3,128.20</b>
4.16.4.	Black & White Prints over monthly usage estimate		\$0.013560		\$0.010800		\$0.017380		\$0.018310		\$0.021500		\$0.025880	
4.16.5.	Color Prints over monthly usage estimate		\$0.135600		\$0.153900		\$0.204200		\$0.150000		\$0.109100		\$0.270100	
<b>5 Years</b>														
<b>RENEWAL PRICING</b>														
4.9.1.1.	% 1st Renewal Period		1.50%		1.50%		0%		0%		2%		5%	
4.9.1.2.	% 2nd Renewal Period		2.50%		1.50%		5%		0%		2%		5%	
4.9.1.3.	% 3rd Renewal Period		3.50%		1.50%		5%		0%		2%		5%	
4.9.1.4.	% 4th Renewal Period		5.00%		1.50%		5%		0%		2%		5%	
<b>GOOD</b>														
4.11.	Yes / No		Y		Y		Y		Y		Y		Y	
<b>REFERENCES PROVIDED AS REQUESTED (At least 5 years experience, at least 5 references.) Y/N</b>		N - 5 references provided; No contracts provided have been in effect 5 years		N - 5 references provided, only 2 in effect 5 years		N - 2 references provided; 2+ years experience on each		N - 5 references provided, only 3 in effect 5 years		N - 5 references provided, only 3 in effect 5 years		N - 5 references provided, only 1 in effect 5 years		
<b>COMMENTS</b>		Renewal % reflected in pricing;		Renewal % reflected in pricing;		Renewal % reflected in pricing; Note 1: We cannot work on the following machines for the First Year. We can add them in years 2 and above. Lexmark C720, CS410N, M5410dn, M5910dn, M5810n, MX310dn; *See additional information on bid response. Note 2: Per section 2.4. of the bid, vendor submitted their own written agreement for our review in lieu of using the County's agreement.com.		Renewal % reflected in pricing;		Renewal % reflected in pricing;		Renewal % reflected in pricing;		

**PURCHASE AGREEMENT FOR  
MANAGED PRINT SERVICES TERM & SUPPLY**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of February 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sumner Group, Inc. D/B/A Image Technologies of Missouri**, herein "Contractor."


**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, the County of Boone Request for Bid for **Managed Print Services Term and Supply**, bid number **07-29JAN15**, any applicable addenda, and the Contractor's bid response dated **January 29, 2015** and executed by **Wayne Rueger** on behalf of the Contractor. 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, the Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Managed Print Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **March 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **an additional four (4) one-year periods** subject to the pricing clauses in the contractors bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology department and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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.

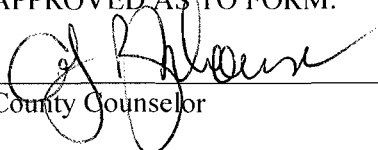
**SUMNER GROUP, INC. D/B/A  
IMAGE TECHNOLOGIES OF MISSOURI**

by   
title Division Manager

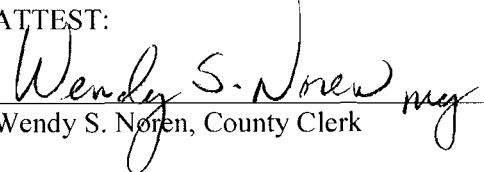
**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

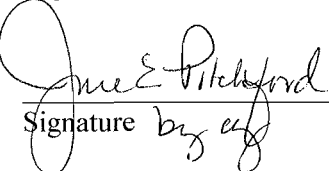
  
County Counselor

ATTEST:

  
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.)

  
Signature by af

1170,2010,2045,6100,1263,2040/60050 Term and Supply  
2/17/15 Date  
No Encumbrance Required Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/2015

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

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

<b>PRODUCER</b> John Hundhausen The Daniel & Henry Company 1001 Highlands Plaza Dr West St. Louis, MO 63110 John Hundhausen	<b>CONTACT NAME:</b> John Hundhausen	
	<b>PHONE (A/C, No, Ext):</b> 314-421-1525	<b>FAX (A/C, No):</b> 314-444-1990
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hartford Ins Co of the Midwest		37478
<b>INSURED</b> Sumner Group, Inc dba Copying Concepts Office System Datmax Office Systems Unisource Document Products Datamax of Kansas City 6717 Waldemar St. Louis, MO 63139	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

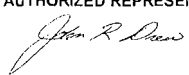
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	84UUNZO3314	02/01/2015	02/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84 UEN VV0228	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			84RHUZO3377	02/01/2015	02/01/2016	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**RE: Bid #: 07-29JAN15: Managed Print Services Term & Supply. The County of Boone and Boone County Purchasing Department is an Additional Insured on the work performed by the Named Insured as required by written contract. Waiver of Subrogation is applicable where permitted by law**

<b>CERTIFICATE HOLDER</b>  <b>NBOONEC</b>  Boone County Purchasing Boone County Annex Building 613 E Ash St. Room 109 Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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4. Response Form

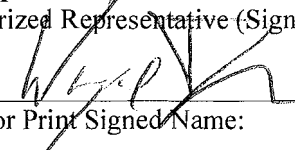
- 4.1. Company Name: Sumner Group LLC D/B/A Image Technologies of Missouri \_\_\_\_\_
- 4.2. Address: 2511 Broadway Bluffs Drive \_\_\_\_\_
- 4.3. City/Zip: Columbia 65201 \_\_\_\_\_
- 4.4. Phone Number: 573-499-5300 \_\_\_\_\_
- 4.5. Fax Number: 573-875-6104 \_\_\_\_\_
- 4.6. E-Mail Address: wrueger@imagetechmo.com \_\_\_\_\_
- 4.7. Federal Tax ID: 43-1332770 \_\_\_\_\_
- 4.7.1. (X) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_
- 4.8. Prompt Payment Terms: NET 10 \_\_\_\_\_
- 4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? YES \_\_\_\_\_

4.9. **PRICING** – The bidder must complete the following pages in their entirety for each printer outlined. The bidder must also complete and return Exhibit A, Prior Experience.

4.9.1. **RENEWALS** – The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.9.1.1. \_\_\_\_\_ 1.5% 1<sup>st</sup> Renewal Period
- 4.9.1.2. \_\_\_\_\_ 1.5% 2<sup>nd</sup> Renewal Period
- 4.9.1.3. \_\_\_\_\_ 1.5% 3<sup>rd</sup> Renewal
- 4.9.1.4. \_\_\_\_\_ 1.5% 4<sup>th</sup> Renewal Period

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):  
  
 \_\_\_\_\_

4.10.2. Type or Print Signed Name:  
 Wayne Rueger \_\_\_\_\_

4.10.3. Today's Date: 1/29/2015 \_\_\_\_\_

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

\_\_\_\_\_ X Yes                      \_\_\_\_\_ No

**4.12. Price Proposal** – Pricing should be represented as cost per page for print output and must include all costs related to: required toner, break fix services, parts and supplies required for each device, contractor management and analysis services; Boone County access to monitoring software; deployment of loaner units; recycling and disposal services; acquisition and delivery of parts, supplies and toner; service personnel transportation; and required documentation and training during the contract term. No other costs will be paid by the County. Bidder understands that the estimated monthly usage represent a good faith estimate of past usage and that the number of prints over the contract year may vary from this amount, affecting the amount paid by the County. The County does not guarantee a minimum volume under a prospective contract. Devices may be added/removed to the current inventory and thus must be covered under the contract as requested and determined by the County IT Department.

**Please indicate the cost per page and totals below for Black & White and Color pages:**

4.12.	Year One	Estimated Monthly Usage	Cost Per Page	Extended (Monthly) Cost
4.12.1.	Black & White Prints	100,000	\$0.014__	\$1,400__
4.12.2.	Color Prints	2,000	\$0.18__	\$360__
4.12.3.	<b>Total Monthly Commitment (4.1.1. + 4.1.2.)</b>			
4.12.4.	Black & White Prints over monthly usage estimate		\$0.01__	\$__
4.12.5.	Color Prints over monthly usage estimate		\$0.145__	\$__
4.13.	<b>Year Two</b>			
4.13.1.	Black & White Prints	100,000	\$0.0142__	\$1,420__
4.13.2.	Color Prints	2,000	\$0.1827__	\$365.40__
4.13.3.	<b>Total Monthly Commitment (4.1.1. + 4.1.2.)</b>			
4.13.4.	Black & White Prints over monthly usage estimate		\$0.0102__	\$__
4.13.5.	Color Prints over monthly usage estimate		\$0.1472__	\$__
4.14.	<b>Year Three</b>			
4.14.1.	Black & White Prints	100,000	\$0.0144__	\$1,440__
4.14.2.	Color Prints	2,000	\$0.1854__	\$370.80__
4.14.3.	<b>Total Monthly Commitment (4.1.1. + 4.1.2.)</b>			
4.14.4.	Black & White Prints over monthly usage estimate		\$0.0104__	\$__
4.14.5.	Color Prints over monthly usage estimate		\$0.1494__	\$__
4.15.	<b>Year Four</b>			
4.15.1.	Black & White Prints	100,000	\$0.0146__	\$1,460__
4.15.2.	Color Prints	2,000	\$0.1882__	\$376.40__
4.15.3.	<b>Total Monthly Commitment (4.1.1. + 4.1.2.)</b>			
4.15.4.	Black & White Prints over monthly usage estimate		\$0.0106__	\$__
4.15.5.	Color Prints over monthly usage estimate		\$0.1516__	\$__
4.16.	<b>Year Five</b>			
4.16.1.	Black & White Prints	100,000	\$0.0148__	\$1,480__

4.16.2.	Color Prints	2,000	\$0.1910__	\$382_____
4.16.3.	<b>Total Monthly Commitment (4.1.1. + 4.1.2.)</b>			
4.16.4.	Black & White Prints over monthly usage estimate		\$0.0108__	\$_____
4.16.5.	Color Prints over monthly usage estimate		\$0.1539__	\$_____

**EXHIBIT A**  
**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Callaway County Circuit Clerk

Address: 10 East 5th Street Fulton MO 65251

Contact Name: Judy Groner

Telephone Number: 573-642-0780

Date of Contract: 3/2012

Length of Contract: Current

**Description of Prior Services (include dates):**

Cost per page maintenance and supply contract for Callaway County owned printers.

**2. Prior Services Performed for:**

Company Name: Veterans United Home Loans

Address: 2101 Chapel Plaza Court Columbia MO 65203

Contact Name: Stan Shollenbarger

Telephone Number: 573-876-2600 EXT 3560

Date of Contract: 4/2001

Length of Contract: Current

**Description of Prior Services (include dates):**

Cost per page, full coverage supply and maintenance service of 149 printers and scanners in Columbia.

**3. Prior Services Performed for:**

Company Name: Capital Region Medical Center

Address: 1432 Southwest BLVD Jefferson City MO 65102

Contact Name: Joy Brownfield

Telephone Number: 573-632-5169

Date of Contract: 9/2011

Length of Contract: Current

**Description of Prior Services (include dates):**

Cost per page, full coverage supply and maintenance service of 74 printers, copiers and scanners in Jefferson City

**EXHIBIT A**  
**PRIOR EXPERIENCE (continued)**

**4. Prior Services Performed for:**

Company Name: Columbia Public Schools  
Address: 1818 W Worley Columbia MO 65203

Contact Name: Greg Cooper  
Telephone Number: 573-214-3717

Date of Contract: 6/2104  
Length of Contract: Current

**Description of Prior Services (include dates):**

Full coverage supply and maintenance service of 183 MFP devices. Supply fulfillment for 320+ District-owned printers.

**5. Prior Services Performed for:**

Company Name: Primaris  
Address: 200 Keene St Columbia MO 65201

Contact Name: Frank Sawyer  
Telephone Number: 573-817-8300

Date of Contract: 6/2008  
Length of Contract: Current

**Description of Prior Services (include dates):**

Full coverage supply and maintenance service of 24 MFPs and printers.

(Please complete and return with Contract)

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

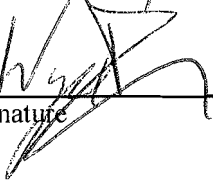
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Wayne Rueger Division Manager

Name and Title of Authorized Representative



Signature

1-29-2015

Date



**AFFIDAVIT**

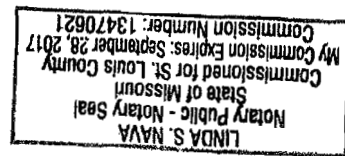
Sumner Group, Inc. does not knowingly employ any person who is an unauthorized alien. Sumner Group, Inc. uses E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration in confirming employment verification.

Jessie Haackmeyer  
Affiant

In Witness Whereof, I have hereunto subscribed my name and affixed by official seal

this 28th day of January, 2015

Linda S Nava  
Notary Public



Company ID Number: 133457

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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Sumner Group, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

**A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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 establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 133457

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if 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 Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. 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.

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 Employer, its agents, officers, or employees.

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 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 Employer.

The employer understands that the fact of its 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, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

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

**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 Operations at 888-464-4218.**

**Employer Sunner Group, Inc.**

**Robert N Brueggeman**

Name (Please type or print)

Title

*Electronically Signed*

**07/02/2008**

Signature

Date

**Department of Homeland Security – Verification Division**

Company ID Number: 133457

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

**07/02/2008**

Signature

Date

Company ID Number: 133457

**INFORMATION REQUIRED  
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Sumner Group, Inc.

Company Facility Address: 2121 Hampton Avenue  
St Louis, MO 63139

Company Alternate Address: \_\_\_\_\_  
\_\_\_\_\_

County or Parish: SAINT LOUIS CITY

Employer Identification Number: 431332770

North American Industry  
Classification Systems Code: 424

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)

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

Name:	<b>Jennifer M Johnson</b>	Fax Number:	<b>(314) 633 - 8005</b>
Telephone Number:	<b>(314) 633 - 8041</b>		
E-mail Address:	<b>jjohnson@sumner-group.com</b>		
Name:	<b>Terri L Hackmeyer</b>	Fax Number:	<b>(314) 633 - 8005</b>
Telephone Number:	<b>(314) 633 - 8042</b>		
E-mail Address:	<b>thackmeyer@sumner-group.com</b>		
Name:	<b>Robert N Brueggeman</b>	Fax Number:	<b>(314) 633 - 8005</b>
Telephone Number:	<b>(314) 633 - 8040</b>		
E-mail Address:	<b>bbrueggeman@sumner-group.com</b>		
Name:	<b>Pamela M Barton</b>		

Company ID Number: 133457

Telephone Number:	<b>(314) 633 - 8043</b>	Fax Number:	<b>(314) 633 - 8005</b>
E-mail Address:	<b>pbarton@sumner-group.com</b>		



# CERTIFICATE OF LIABILITY INSURANCE

SUMNE-3

OP ID: J0

DATE (MM/DD/YYYY)

01/28/2015

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

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

<b>PRODUCER</b> <b>John Hundhausen</b> <b>The Daniel &amp; Henry Company</b> <b>1001 Highlands Plaza Dr West</b> <b>St. Louis, MO 63110</b> <b>John Hundhausen</b>	<b>CONTACT NAME:</b> <b>John Hundhausen</b>
	<b>PHONE (A/C, No, Ext):</b> <b>314-421-1525</b>
<b>INSURED</b> <b>Sumner Group, Inc. dba</b> <b>Copying Concepts Office System</b> <b>Datamax Office Systems</b> <b>Unisource Documents Products</b> <b>Datamax of Kansas City</b> <b>6717 Waldemar</b> <b>St. Louis, MO 63139</b>	<b>FAX (A/C, No):</b> <b>314-444-1990</b>
	<b>E-MAIL ADDRESS:</b> <b>jonesj@danielandhenry.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> <b>Hartford Ins Co of the Midwest</b>	<b>NAIC #</b> <b>37478</b>
<b>INSURER B:</b> <b>Axis Surplus Insurance Co</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			84 UUNZ03314	02/01/2014	02/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$	
A	AUTOMOBILE LIABILITY			84UENZO3361	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> Comp \$1000		<input checked="" type="checkbox"/> Coll \$1000					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	84RHUZ03377	02/01/2014	02/01/2015	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A								
If yes, describe under DESCRIPTION OF OPERATIONS below								
B	CyberLiability Ins			ECN000022831401	03/31/2014	03/31/2015	Limit	5,000,000
							Retention	25,000

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

RE: Bid #: 07-29JAN15: Managed Print Services Term & Supply. The County of Boone and Boone County Purchasing Department is an Additional Insured on the work performed by the Named Insured as required by written contract. Waiver of Subrogation is applicable where permitted by law

**CERTIFICATE HOLDER****CANCELLATION****NBOONEC**

Boone County Purchasing  
 Boone County Annex Building  
 613 E Ash St. Room 109  
 Columbia, MO 65201

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2015

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

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

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101  463170-Sumne-WC-14-15      No	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Sumner Group, Inc. See Attached for Additional Named Insureds Attn: Jackie Fischer 6717 Waldemar Avenue St. Louis, MO 63139	<b>INSURER A:</b> Commerce And Industry Ins Co <b>NAIC #</b> 19410	
	<b>INSURER B:</b> _____	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
<b>INSURER F:</b> _____		

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-004507127-08      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2921071	03/01/2014	03/01/2015	X WC STATUTORY LIMITS	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

### CERTIFICATE HOLDER

Boone County Purchasing  
Attn: Amy Robbins, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Manashi Mukherjee *Manashi Mukherjee*

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AGENCY CUSTOMER ID: 463170

LOC #: St. Louis



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Sumner Group, Inc. See Attached for Additional Named Insureds Attn: Jackie Fischer 6717 Waldemar Avenue St. Louis, MO 63139	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds include:

Copying Concepts Office Systems  
Sumner Group, Inc. dba: Datamax Office Systems  
Sumner Group Inc. dba: Unisource & UDP Products  
Sumner Group Inc. dba: Datamax Kansas City  
Sumner Group, Inc. dba: Image Technologies of Mo.



*Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash St., Room 109  
Columbia, MO 65201

***Amy Robbins, Senior Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: arobbins@boonecountymo.org

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***Bid Data***

Bid Number: **07-29JAN15**  
Commodity Title: **Managed Print Services Term & Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

***Bid Submission Address and Deadline***

Day / Date: **Thursday, January 29, 2015**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash St., Room 109  
Columbia, MO 65201**  
Directions: The Annex Building is located on the Northwest corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

***Bid Opening***

Day / Date: **Thursday, January 29, 2015**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash St.  
Columbia, MO 65201**

***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
  - Boone County Estimated Printer Fleet**
  - Exhibit A Prior Experience**
  - Instructions for House Bill 1549**
  - Work Authorization Certification**
  - Certification of Individual Bidder**
  - Individual Bidder Affidavit**
  - Debarment Form**
  - Standard Terms and Conditions**
  - No Bid Response Form**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any

resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for turn-key services for the furnishing of printer toner, break fix repair services, failed device replacement, inventory control and print management consulting at a fixed per copy rate.
- 2.1.1. **Background:** Boone County Government has a rolling stock of printers and multi-function printing devices that are distributed across 20+ different departments and 7+ locations within Boone County most of which are in the city limits of Columbia.
- 2.1.2. **Goals:**
- Combine service and supply costs into a "cost per page" model.
  - Consolidate toner purchasing to realize cost savings and provide a timely supply stream with the next toner stocked in a County facility to be installed.
  - Outsource printer maintenance to create a single point of contact for break fix service and maximize device up-time.
  - Simplify management of service, supplies, ordering, receiving and payment processing.
- 2.1.3. This bid request contains a recent inventory and the estimated total annual meter counts for current inventory of in-scope devices. It was derived from monitoring software reports for networked reporting devices.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award** through **March 31, 2016** and may be automatically renewed for up to an **additional four (4) one year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form and shall include transportation and delivery charges fully prepaid to the County destination. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.1. Cost of services shall include all parts, labor and mileage to any County office.
- 2.5.2. Unless otherwise stated, the quantities set forth herein are **ESTIMATES ONLY**.

- 2.5.3. The quantity, type, and description of the equipment to be covered are listed in the **Boone County Estimated Printer Fleet** attachment to this request. The County reserves the right to increase or decrease equipment listed. Additional equipment shall be covered upon receipt of written notification from the County. Contractor will honor prices submitted in this bid for additional items that are like or equal to other equipment listed in the bid response. If additional pricing is provided, this information must be submitted to the Information Technology Department prior to the first billing. The County will provide 30 days written notice to the Contractor for the deletion of any equipment.
- 2.6. ALL SERVICE CONTRACT PRICING WILL BE FOR THE EQUIPMENT **AS IS**. If a pre-bidding inspection of the equipment is desired, the Bidder will incur the expense for performing such inspections. Arrangement for these inspections must be made through the Boone County Purchasing Department. Request for inspection **MUST** be made prior to **5:00 PM CST on Thursday, January 22, 2015**. This will allow enough time to schedule a minimum number of interruptions for the departments involved and address any questions or clarifications that may result from said inspections.
- 2.7. **DELIVERY:** All deliveries must be “inside” delivery with no assistance from County personnel. Dock level deliveries will not be accepted. The County can only accept street level deliveries. Rejected material will be returned to the vendor at the vendor’s expense.
- 2.7.1. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8. **FUNCTIONAL SPECIFICATIONS:**
- 2.8.1. Contractor must be providing Managed Print Services similar to those described in this bid request for equally sized printer fleet and have at least five (5) years experience providing such services. Contractor is asked to submit at least five (5) references of contracts similar to this size on attached Exhibit A.
- 2.8.2. Any use by Contractor of subcontractors to perform work must be bound by all terms of the contract including County IT reviews. Contractor assumes full responsibility for all actions of its subcontractors and agrees to inform the County whenever subcontractors are providing service.
- 2.8.3. On-site service to devices will be coordinated with the County IT staff.
- 2.8.4. Contractor is responsible for all costs associated with acquisition, shipment and delivery of toner, repair parts, replacement and loaner hardware.
- 2.8.5. Contractor will utilize existing printers and not require the purchase of new hardware to implement this program.
- 2.8.6. Contractor must be able to support multiple printer brands, including but not limited to the currently deployed hardware.
- 2.8.7. Contractor will recycle used toner and cartridges in an environmentally safe fashion and provide documentation of these procedures if requested.
- 2.8.8. The County will recycle and dispose of end of life devices.
- 2.8.9. Contractor must be available to begin implementation within thirty (30) days of the fully executed contract.
- 2.8.10. Contractor will provide a client manager as primary interface to supervise all aspects of the contract.
- 2.9. **DELIVERABLES:**
- 2.9.1. Within 30 days of contract signing, Contractor will compile a comprehensive initial asset inventory of all in-scope devices and any future revisions need to be available electronically.
- 2.9.2. Contractor will supply comprehensive **monitoring and tracking software** for the County to install on centralized server that will provide IT personnel with daily and aggregate inventory statistics on each in scope device pertaining to:
- a. County defined unit name, device type, make, model, description, location, IP address, Serial#, MAC address;
  - b. Supply levels;
  - c. Meter reports of prints; color, B&W page output counts, both static and for any user specified period of at least 12 rolling months. This information must be able to be exported

- in a format used by MS Excel;
- d. Toner page coverage statistics (where reported by device).
- 2.9.2.1. Contractor will advise on creation of secure access to its monitoring and tracking software for authorized County IT personnel to flexibly query the database remotely and will include search filters, screen display formatting and output capability for CSV or Excel format.
- 2.9.2.2. Contractor will set permissions for County IT personnel in the monitoring software to be able to update printer profile data and to set polling intervals.
- 2.9.2.3. Contractor will provide documentation and/or training to County IT staff in operating and managing the software.
- 2.9.2.4. Contractor must provide 24/7/365 user access to monitoring and tracking software and have at least 99% uptime.
- 2.9.2.5. Contractor will not disclose any monitoring or tracking data to any 3rd party.
- 2.9.3. Contractor will provide **toner cartridges** for every in-scope device.
- 2.9.3.1. Contractor will provide at least one (1) toner cartridge for the County to stock on any printer model in service.
- 2.9.3.2. Contractor will provide at least three (3) toner cartridges for the County to stock on any printer model in service with a quantity greater than or equal to four (4).
- 2.9.3.3. Contractor will supply replacement toner cartridges to county stock when monitoring software indicates a device is low to prevent toner outages.
- 2.9.3.4. County IT staff will install toner cartridges in each device.
- 2.9.4. Contractor will maintain an **electronic toner request system** that select County IT personnel can use as an alternative to the monitoring software that flags low toner conditions. Requests will also be made for non-networked in-scope devices.
- 2.9.4.1. All deployed toner supplies become property of Boone County until recycled.
- 2.9.5. Contractor will provide **primary break fix service** for in-scope devices.
- 2.9.5.1. Contractor will provide service for both warranty and out of warranty in-scope devices.
- 2.9.5.2. Break fix service includes repair, replacement and maintenance of parts, preventative maintenance and assurance of high quality output. Service will also include firmware and software updates and any custom print drivers for in-scope devices.
- 2.9.5.3. Contractor will provide a single point of contact: phone number and email address to place calls to their Service Desk.
- 2.9.5.4. Contractor must staff the Service Desk contact during business hours of 8:00am- 5:00pm Monday-Friday 12 months of the year.
- 2.9.5.5. Contractor will start the dispatch process of service technicians when notified by County IT personnel.
- 2.9.5.6. Contractor must respond within two (2) hours of notification via phone or on site.
- 2.9.5.7. Contractor must service devices within four (4) businesses hours and must ensure minimal disruption to the County Offices' activities.
- 2.9.5.8. Repairs must be completed within 24 hours in 90% of the service calls.
- 2.9.5.9. Contractor will deploy technicians competent to service in-scope devices.
- 2.9.5.10. Contractor will provide comparable loaner hardware to temporarily replace any unit that cannot be restored to service on site within 24 hours.
- 2.9.5.11. Minimum print output quality will be judged as follows:
  - a. No extraneous toner marks
  - b. No double printing, banding or "ghosting"
  - c. Print aligned with the paper
  - d. Text and images sharp and without blurry edges
  - e. Text toner consistently and adequately distributed throughout the page
  - f. Graphics uniformly represented
  - g. Color (where used) is true to source material, aligned with B&W print and without inter-color bleeding
  - h. Intact paper output (no creases or malformations)
- 2.9.5.12. **Service Locations** - All service(s) shall be provided at the County sites described below.

Percentages represent the estimated amount of printer fleet housed at each location.

- **Government Center** **45%**  
801 E. Walnut, Columbia, MO
- **Annex Building** **8%**  
613 E. Ash St., Columbia, MO
- **Sheriff Department** **29%**  
2121 County Dr., Columbia, MO
- **Public Works** **3%**  
5551 Tom Bass Rd., Columbia, MO
- **Prosecuting Attorney Child Support Unit** **1%**  
605 E. Walnut, Columbia, MO
- **Courthouse** **14%**  
705 E. Walnut, Columbia, MO

2.9.5.13. **Service Response Schedule** - All service provided must be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. *Contractor must coordinate and update all requests through the County Information Technology Helpdesk.*

2.9.6. Contractor will provide **initial and semi-annual program reviews**. Contractor will advise the County regarding deployment optimizations, cost saving measures, replacement timetables, new technologies and utilization efficiencies. The County is under no obligation to implement any review conclusions or advice.

2.9.7. Contractor will provide **timely and detailed reports of activities** including: toner deployment, service calls and resolutions, device malfunctions and status changes, device loans and recycling if requested.

2.9.7.1. Documentation of all repairs shall be kept by the contractor and shall indicate date and times of service calls and identify equipment repaired or replaced. The contractor must also provide documentation for review upon request by the department.

2.9.8. **BILLING & PAYMENT:** Contractor must provide a **detailed invoice on a monthly basis**. Monthly invoice must be sent to the County IT Department and include the following information; County defined unit name, Serial #, Make/Model, Device Type, number of prints per device. An electronic copy (.csv or .xls) of the billing and usage data must be provided with the invoice as part of the monthly billing process.

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

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

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

2.10.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the



life of this contract, such commercial general liability insurance as shall protect 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.10.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.10.4. **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.
- 2.10.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.12. **DESIGNEE** - Boone County Information Technology, 801 E. Walnut, Room 220, Columbia, MO 65201.

2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201 via fax at: (573) 886-4390 or email at: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org).

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

## Boone County Printer Fleet

	Serial Number	Model	Make	Estimated Pages	
				BW Annually	Color Annually
1	JPSC78J0B0	Color LaserJet 5550	Hewlett-Packard	64	180
2	CNFL039293	LaserJet 1012	Hewlett-Packard	4000	0
3	USGV084371	LaserJet 2100	Hewlett-Packard	4000	0
4	USGV084372	LaserJet 2100	Hewlett-Packard	540	0
5	USGV084375	LaserJet 2100	Hewlett-Packard	2900	0
6	USGV084388	LaserJet 2100	Hewlett-Packard	3876	0
7	USGV084397	LaserJet 2100	Hewlett-Packard	4000	0
8	USGV084399	LaserJet 2100	Hewlett-Packard	4000	0
9	USGV084407	LaserJet 2100	Hewlett-Packard	184	0
10	USGV086409	LaserJet 2100	Hewlett-Packard	696	0
11	USGV086418	LaserJet 2100	Hewlett-Packard	3632	0
12	USGV086415	LaserJet 2100M	Hewlett-Packard	4000	0
13	USBG0806455	LaserJet 2200	Hewlett-Packard	4000	0
14	USBGB06460	LaserJet 2200	Hewlett-Packard	5472	0
15	USBGB06461	LaserJet 2200	Hewlett-Packard	1516	0
16	USBGC02762	LaserJet 2200	Hewlett-Packard	1364	0
17	USBGC05968	LaserJet 2200	Hewlett-Packard	6732	0
18	USBGD06880	LaserJet 2200	Hewlett-Packard	1260	0
19	USBRC01117	LaserJet 2200	Hewlett-Packard	1480	0
20	USBRB01005	LaserJet 2200dn	Hewlett-Packard	4000	0
21	USTB053375	LaserJet 4	Hewlett-Packard	4000	0
22	USFB220402	LaserJet 4 Plus	Hewlett-Packard	4000	0
23	USBB130518	LaserJet 4050	Hewlett-Packard	34168	0
24	USBB130945	LaserJet 4050	Hewlett-Packard	12980	0
25	USBC042069	LaserJet 4050	Hewlett-Packard	296	0
26	USBC042119	LaserJet 4050	Hewlett-Packard	6956	0
27	USBC042128	LaserJet 4050	Hewlett-Packard	2440	0
28	USBC042132	LaserJet 4050	Hewlett-Packard	4000	0
29	USQL059050	LaserJet 4050	Hewlett-Packard	8	0
30	USQL059059	LaserJet 4050	Hewlett-Packard	468	0
31	USDNL20314	LaserJet 4200	Hewlett-Packard	1352	0
32	USDB248066	LaserJet 4Si	Hewlett-Packard	4000	0
33	USC1023823	LaserJet 5000	Hewlett-Packard	588	0
34	USC3005780	LaserJet 5000	Hewlett-Packard	844	0
35	JPDF006161	LaserJet P4014dn	Hewlett-Packard	4000	0
36	9912MR8	Infoprint 1332	IBM	21848	0
37	991PV8Y	Infoprint 1332	IBM	12308	0
38	55C2N9G	C510	Lexmark	2864	788
39	9429Y87	C530n	Lexmark	3248	3812
40	941FRCY	C534n	Lexmark	864	2128
41	9427DBW	C534n	Lexmark	156	1076
42	9813PDK	C543dn	Lexmark	2312	3512
43	9820N6N	C543dn	Lexmark	2360	2580
44	9820N78	C543dn	Lexmark	2444	660

## Boone County Printer Fleet

	Serial Number	Model	Make	Estimated Pages	
				BW Annually	Color Annually
45	9812DBB	C544n	Lexmark	160	204
46	5500311	C720	Lexmark	4000	2000
47	9441C3B	C734dn	Lexmark	4000	36
48	5320060580	C920	Lexmark	4000	2000
49	50272694500MN	CS410n	Lexmark	3472	3548
50	620HV73	E250dn	Lexmark	120	0
51	72BFFP8	E260dn	Lexmark	4000	0
52	8908T0V	E321	Lexmark	4000	0
53	72MWC69	E360DN	Lexmark	5612	0
54	72MXPV3	E360DN	Lexmark	4000	0
55	72MZ28B	E360DN	Lexmark	4000	0
56	72N15RN	E360DN	Lexmark	4000	0
57	72N6YF6	E360DN	Lexmark	868	0
58	72N7Z70	E360DN	Lexmark	3296	0
59	72N7Z7C	E360DN	Lexmark	652	0
60	72N7Z7F	E360DN	Lexmark	4000	0
61	72N7Z7G	E360DN	Lexmark	7992	0
62	72N7Z7L	E360DN	Lexmark	7916	0
63	72N7Z7R	E360DN	Lexmark	2008	0
64	72N7Z7T	E360DN	Lexmark	980	0
65	72N7Z7W	E360DN	Lexmark	508	0
66	72N93Z3	E360DN	Lexmark	7140	0
67	72N96B6	E360DN	Lexmark	4000	0
68	451420LM03KYL	MS410dn	Lexmark	48512	0
69	451420LM05NMB	MS410dn	Lexmark	2048	0
70	451420LM05NVM	MS410dn	Lexmark	2116	0
71	451420IM04WDO	MS410dn	Lexmark	4000	0
72	451430LM06LTC	MS410dn	Lexmark	1532	0
73	451431LM08Z5B	MS410dn	Lexmark	5596	0
74	451431LM092FZ	MS410dn	Lexmark	2692	0
75	451431LM0HTR5	MS410dn	Lexmark	3916	0
76	451432LM0Y8R5	MS410dn	Lexmark	3752	0
77	451432LM106B2	MS410dn	Lexmark	2236	0
78	451432LM106B4	MS410dn	Lexmark	1196	0
79	451432LM106BB	MS410dn	Lexmark	1564	0
80	451444HH1CK51	MS510dn	Lexmark	320	0
81	451444HH1CK5K	MS510dn	Lexmark	52	0
82	4063269903HF3	MS810n	Lexmark	18924	0
83	701520LM016BF	MX310dn	Lexmark	4280	0
84	701531LM01V18	MX310dn	Lexmark	4508	0
85	79204YD	T430	Lexmark	356980	0
86	79205CH	T430	Lexmark	11156	0
87	7921N5V	T430	Lexmark	2176	0
88	7921XY5	T430	Lexmark	3700	0

## Boone County Printer Fleet

	Serial Number	Model	Make	Estimated Pages	
				BW Annually	Color Annually
89	7922CHD	T430	Lexmark	2016	0
90	7922CY6	T430	Lexmark	704	0
91	7923WWW	T430	Lexmark	5592	0
92	7923WX7	T430	Lexmark	2132	0
93	7923WXP	T430	Lexmark	2776	0
94	7923ZVT	T430	Lexmark	4140	0
95	7923ZY1	T430	Lexmark	6196	0
96	7923ZY3	T430	Lexmark	784	0
97	79245XF	T430	Lexmark	768	0
98	79269CC	T430	Lexmark	4660	0
99	792779X	T430	Lexmark	7904	0
100	792722B	T430	Lexmark	1244	0
101	7927Z62	T430	Lexmark	1548	0
102	7928CL6	T430	Lexmark	3496	0
103	79298C0	T430	Lexmark	17860	0
104	79298CV	T430	Lexmark	836	0
105	79299L6	T430	Lexmark	13516	0
106	79299LD	T430	Lexmark	512	0
107	79299LH	T430	Lexmark	1428	0
108	79299LP	T430	Lexmark	2620	0
109	79299LT	T430	Lexmark	1884	0
110	79299NV	T430	Lexmark	1832	0
111	79299NZ	T430	Lexmark	3324	0
112	7929D47	T430	Lexmark	1956	0
113	7929PV9	T430	Lexmark	8312	0
114	7929XMN	T430	Lexmark	3684	0
115	792B549	T430	Lexmark	42816	0
116	792BH61	T430	Lexmark	51672	0
117	7923ZW5	T430dn	Lexmark	4000	0
118	99042L7	T520	Lexmark	800	0
119	99042L9	T520	Lexmark	636	0
120	99042LB	T520	Lexmark	1812	0
121	99042LF	T520	Lexmark	260	0
122	9904WXX	T520	Lexmark	624	0
123	9905F2L	T520	Lexmark	15556	0
124	9905F2P	T520	Lexmark	6088	0
125	990BDXK	T520	Lexmark	116	0
126	990CRGM	T520	Lexmark	7152	0
127	4107337	T630	Lexmark	500	0
128	9916T79	T630	Lexmark	17956	0
129	9916T7C	T630	Lexmark	7584	0
130	9916T7N	T630	Lexmark	4136	0
131	9916T7R	T630	Lexmark	13296	0
132	9916T7H	T630dn	Lexmark	4000	0

## Boone County Printer Fleet

	Serial Number	Model	Make	Estimated Pages	
				BW Annually	Color Annually
133	9916T7L	T630dn	Lexmark	4000	0
134	791V6C6	T640	Lexmark	492	0
135	792R0RF	T640	Lexmark	25684	0
136	792R0RP	T640	Lexmark	3676	0
137	792R0RR	T640	Lexmark	876	0
138	792V2NZ	T640	Lexmark	3020	0
139	7932WH7	T650n	Lexmark	6400	0
140	7938H24	T650n	Lexmark	2504	0
141	793VL0P	T650n	Lexmark	2400	0
142	793VTHX	T650n	Lexmark	1500	0
143	794HD70	T650n	Lexmark	2664	0
<b>Estimated Totals</b>				<b>1082144</b>	<b>22524</b>

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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



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

County of \_\_\_\_\_ )

State of \_\_\_\_\_ )  
 )ss

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

\_\_\_\_\_  
 Affiant Date

\_\_\_\_\_  
 Printed Name

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

\_\_\_\_\_  
 Notary Public

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

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_        )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



*"No Bid" Response Form*

**Boone County Purchasing**  
613 E. Ash St., Room 109  
Columbia, MO 65201

Amy Robbins, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A  
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 07-29JAN15 - Managed Print Services Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

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

JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 2/9/2015

For a full...

LAG

Corporations Home

Business Outreach Office

BOG Filings

Corporation Filings

SOS Home

Contact Us

\*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO

SEARCH RESULTS

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Filing Type

Acceptance of a General Business to a Non Pr

ORDER COPIES /

CERTIFICATES

General Information      Filings      Address      Contact(s)

Name(s) SUMNER GROUP, INC.

Address 6717 Waldemar Avenue  
St. Louis, MO 63139

Type Gen. Business - For Profit

Charter No. 00263856

Domesticity Domestic

Status Good Standing

Registered Agent Sumner, Edmund C  
6691 Manchester Ave  
St. Louis, MO 63139

Date Formed 4/25/1984

Duration Perpetual

Renewal Month January

Report Due 4/30/2015

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

# MISSOURI ONLINE BUSINESS FILING



## Fictitious Name Details as of 2/9/2015

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Business Outreach Office

DCC Filings

Corporation Filings

SSS Home

Contact Us

\*Required Field

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SEARCH RESULTS

Select filing from the list.

FILE

ONLINE

Filing Type

Fictitious Name Cancellation

ORDER COPIES/

CERTIFICATES

General Information

Filings

Address

Owners

Contact(s)

Name(s) IMAGE TECHNOLOGIES OF MISSOURI

Address 2511 BROADWAY BLUFFS  
COLUMBIA, MO 65203

Type Fictitious Name

Charter No. X001199869

Status Fictitious Active

Date Formed 12/31/2014

Expiration Date 12/31/2019

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**SAM Search Results**  
**List of records matching your search for :**

**Search Term : summer\* Group\* LLC\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Image\* Technologies\* of Missouri\***  
**Record Status: Active**

**No Search Results**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 2015

County of Boone

In the County Commission of said county, on the

24th

day of

February

2015

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Traffic Enforcement grant applications for Youth Alcohol Enforcement, Sobriety Checkpoints/Saturation Patrols, HMTV- Slowdown and Full-Time DWI/Traffic Unit as submitted by the Sheriff's Department through MoDOT Traffic and Highway Safety Division.

Done this 24th day of February, 2015.

ATTEST:

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

Daniel K. Atwill

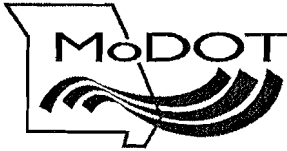
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## COUNTY AUTHORIZATION

On FEBRUARY 24, 2015 the County Commission of BOONE  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
County Commissioner

  
County Commissioner

  
Presiding Commissioner



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2015 through September 30, 2016**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 02, 2015)

<b>Agency:</b>	Boone County Sheriff's Dept.	<b>Agency ORI#:</b>	MO0100000
<b>Address:</b>	2121 County Dr.	<b>Federal Tax ID#:</b>	436000349
		<b>State Tax ID#:</b>	12464848
<b>City:</b>	Columbia	<b>State:</b> MO	<b>Zip:</b> 65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	Impaired Drivers		

**Project activity for which your agency is requesting funding:**  
Sobriety Checkpoint

<b>Project Title:</b>	Sobriety Checkpoints/Saturation Patrols	<b>Requested Amount:</b>	\$28,624.00
<b>Brief Description:</b>	Combination Checkpoints & Saturations		

\_\_\_\_\_  
Dwayne Carey  
Authorizing Official

  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

---

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured. During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

In the past three years (2012-2014) there have been 6,494 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,494 crashes, 461 were Drinking-Involved crashes and 507 were Drinking and/or Drug Involved crashes. Of the 461 Drinking-Involved crashes, 172 of the crashes involved injury to a total of 231 persons, and 14 involved the death of a total of 16 persons. Of the 507 Drinking and/or Drug Involved crashes, 190 of the crashes involved injury to a total of 265 persons, and 16 involved the death of a total of 18 persons

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2011-2013), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes.

- \* Alcohol Involved Crashes - Boone County ranked 8th / City of Columbia ranked 5th
- \* Major Disabling Alcohol Involved Crashes - Boone County ranked 8th / City of Columbia ranked 8th
- \* Fatal Alcohol Involved Crashes - Boone County ranked 7th / City of Columbia ranked 3rd

In 2014, the Boone County Sheriff's Department made at least 228 arrests for DWI. We feel we have made a positive impact on the number of drinking involved crashes in Boone County; however, in 2014 alone Boone County experienced 4 fatal drinking-involved motor vehicle crashes (6 total deaths), 40 personal injury drinking-involved crashes, and 89 property damage drinking-involved crashes. Impaired driving continues to be a serious problem in Boone County.

## GOALS/OBJECTIVES

---

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The Boone County Sheriff's Department plans to continue using sobriety checkpoints and DWI saturation enforcement patrols to combat impaired driving. We believe we have experienced good results from our enforcement efforts. For example, we have observed the total number of drinking involved motor vehicle crashes in Boone County decrease from 167 in 2012 to 133 in 2014 YTD. Our total number of drinking involved fatal motor vehicle crashes also decreases from seven in 2012 to three in 2013. We then increased slightly to four in 2014 YTD.

A goal of the Boone County Sheriff's Department is to continue utilizing DWI saturation enforcement patrols and sobriety checkpoints throughout the year to combat impaired driving in support of the state goal of decreasing impaired driving fatalities. During the 2015-2016 grant year, the Boone County Sheriff's Department plans on conducting at least 6 sobriety checkpoints and at least 6 DWI saturation patrols. We plan on assisting other local agencies with several other sobriety checkpoints as well. By working alongside other law enforcement agencies within Boone County, we hope to see continued reduction in impaired driving crashes in 2015 and 2016.



## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

The Boone County Sheriff's Department plans to continue using our sobriety checkpoints and DWI saturation enforcement patrols to combat impaired driving. If approved, this grant will fund the overtime and fringe benefit costs of those working overtime conducting these sobriety checkpoints and DWI saturation enforcement patrols. Even though the number of drinking-involved traffic crashes in Boone County continued to decline in 2014. Boone County is still one of the top ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts are making a difference in drinking-involved crashes and we plan to continue these efforts to see a continued reduction in these crashes involving impaired drivers.

## SUPPLEMENTAL INFORMATION

### Question

### Answer

#### You must answer the following questions.

- |   |     |
|---|-----|
| 1 Does your agency have an internal safety belt policy for all personnel?   | Yes |
| 2 Does your agency report racial profiling data annually?   | Yes |
| 3 Does your agency report to STARS?   | Yes |
| 4 Does your agency report UCR information annually?   | Yes |
| 5 Has any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No  |
| 6 Please explain any NO answer(s) to questions 1-4:   |     |

#### Please use the most current 12-months of data available for answering questions 7-12.

- |  |     |
|--|-----|
| 7 Total number of DWI violations written.                        | 228 |
| 8 Total number of speeding violations written.                   | 585 |
| 9 Total number of HMV violations written.                        | 235 |
| 10 Total number of child safety/booster seat violations written. | 21  |
| 11 Total number of safety belt violations written.               | 135 |
| 12 Total number of sobriety checkpoints hosted.                  | 5   |

#### Use the most current three years crash data for questions 13-23.

- |   |      |
|---|------|
| 13 Total number of traffic crashes.   | 6452 |
| 14 Total number of traffic crashes resulting in a fatality.                     | 42   |
| 15 Total number of traffic crashes resulting in a serious injury.               | 248  |
| 16 Total number of speed-related traffic crashes.                               | 929  |
| 17 Total number of speed-related traffic crashes resulting in a fatality.       | 10   |
| 18 Total number of speed-related traffic crashes resulting in a serious injury. | 59   |
| 19 Total number of alcohol-related traffic crashes.                             | 454  |

20 Total number of alcohol-related traffic crashes resulting in a fatality.	14
21 Total number of alcohol-related traffic crashes resulting in a serious injury.	42
22 Total number of unbuckled fatalities.	21
23 Total number of unbuckled serious injuries.	49

**Enter your agency's information below.**

24 Total number of commissioned law enforcement officers.	72
25 Total number of commissioned patrol and traffic officers.	31
26 Total number of commissioned law enforcement officers available for overtime enforcement.	50
27 Total number of vehicles available for enforcement.	43
28 Total number of radars/lasers.	42
29 Total number of in-car video cameras.	49
30 Total number of PBT's.	30
31 Total number of Breathalyzers.	5

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

32 Identify the primary enforcement locations.

The primary enforcement locations will be roadways within Boone County that are high traffic volume areas, in areas suspected/known for impaired driving offenses, or in areas with a high crash frequency.

Drinking involved traffic crashes occur all around Boone County. From 2011 thru 2014 YTD, 54.8% of the drinking involved traffic crashes occurred on city streets and county roads.

Our DWI saturation enforcement patrols will be strongly focused on major thoroughfares in and around the City of Columbia, on county roads and on state roadways around Boone County. Some of the specific roadways our DWI saturation enforcement patrols will include are Highway 63 (accounts for 8.5% of our total drinking involved traffic crashes), Interstate 70 (accounts for 5.7% of our total drinking involved traffic crashes), Missouri 163 (accounts for 5.2% of our total drinking involved crashes), Missouri 763 (accounts for 4.1% of our total drinking involved traffic crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

We may conduct sobriety checkpoints on any of the roadways named above, but the majority of our sobriety checkpoints will be conducted on their intersecting roadways or other roadways in areas known or suspected to be used by impaired drivers.

33 Enter the months in which enforcement will be conducted.

According to the statistics from 2011-2014 YTD, the frequency of drinking involved crashes within Boone County ranged from 41 to 63 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year round (October – September). The majority of our sobriety checkpoints will be conducted from March to November. Based on weather and other events, the Boone County Sheriff's Department may do multiple operations in one month and have no operations in another month.

2011-2014 YTD Drinking Involved Traffic Crashes by month in Boone County:

Jan. - 59  
Feb. - 48  
Mar. - 59  
Apr.- 45  
May - 56  
Jun.- 63  
July - 41  
Aug. - 44  
Sep. - 43  
Oct. - 57  
Nov. - 45  
Dec. - 50

34 Enter the number of enforcement periods your agency will conduct each month.

1

35 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2011 – 2014 YTD, drinking involved crashes within Boone County are likely to occur Sunday through Saturday; however, the frequency of these drinking-involved crashes increases Thursday through Sunday. We understand that a good number of the drinking involved crashes on Thursdays and Sundays occur in the early morning hours. The majority of our sobriety checkpoints and DWI saturation patrols will be conducted Wednesday, Thursday, Friday, or Saturday night, although we may occasionally conduct this enforcement on other days of the week.

2011-2014 YTD drinking involved traffic crashes by day of week in Boone County:

Sun. - 112  
Mon. - 43  
Tue. - 54  
Wed. - 64  
Thu. - 82  
Fri. - 108  
Sat. - 146

36 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2011-2014 YTD, 83.4% of the drinking involved crashes within Boone County occurred between the hours of 6:00 pm and 6:00 am; therefore, the sobriety checkpoints and DWI saturation enforcement patrols of the Boone County Sheriff's Department will primarily be conducted between the hours of 6:00 pm and 6:00 am.

37 Enter the number of officers assigned during the enforcement period.

4

38 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

## ADDITIONAL FUNDING SOURCES

---

Deputy Sheriff Salary Supplementation Fund Grant: Contract #2015-DSSSF-008 - BCSD Awarded \$61,452.33 - 07/01/2014 - 06/30/2015

MO Internet Crimes Against Children Task Force Grant - 2014-MC-FX-K043 - BCSD Awarded \$10,000 for Equipment and Training - 11/06/2014 - 06/30/2015

Youth Community Coalition of Columbia Grant - Alcohol Compliance/Enforcement - BCSD Awarded \$15,000 - 09/30/2014 - 09/30/2015

Edward Byrne Memorial Justice Assistance Grant: 2013-DJ-BX-0573 (JAG) - BCSD Awarded \$17,556.80 - 10/1/2012 - 9/30/2016

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

**BUDGET**

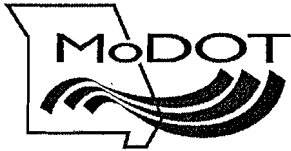
<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Overtime and Fringe for Deputies working Sobriety Checkpoints and DWI Saturation Patrols	600	\$40.00	\$24,000.00	\$0.00	\$24,000.00
	Overtime and Fringe	Overtime and Fringe for custody staff working Sobriety Checkpoints and DWI Saturation Patrols	80	\$34.00	\$2,720.00	\$0.00	\$2,720.00
	Overtime and Fringe	Overtime and Fringe for cost of dedicated Communications Operator/Dispatcher for Sobriety Checkpoints and DWI Saturation Patrols	56	\$34.00	\$1,904.00	\$0.00	\$1,904.00
					\$28,624.00	\$0.00	\$28,624.00
<b>Total Contract</b>					\$28,624.00	\$0.00	\$28,624.00

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2013_OMB_Circular_A-133.pdf	02/12/2015





Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## COUNTY AUTHORIZATION

On FEBRUARY 24, 2015 the County Commission of BOONE  
County discussed participation in Missouri's Highway Safety Program.

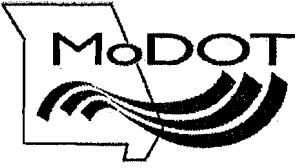
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financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
County Commissioner

  
County Commissioner

  
Presiding Commissioner



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2015 through September 30, 2016**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 02, 2015)

<b>Agency:</b>	Boone County Sheriff's Dept.	<b>Agency ORI#:</b>	MO0100000
<b>Address:</b>	2121 County Dr.	<b>Federal Tax ID#:</b>	436000349
		<b>State Tax ID#:</b>	12464848
<b>City:</b>	Columbia	<b>State:</b> MO	<b>Zip:</b> 65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	Youth		

**Project activity for which your agency is requesting funding:**  
Youth Alcohol

<b>Project Title:</b>	Youth Alcohol Enforcement	<b>Requested Amount:</b>	\$3,360.00
<b>Brief Description:</b>	Compliance Checks / Youth Alcohol Enf		

\_\_\_\_\_  
Dwayne Carey  
Authorizing Official

  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

---

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured. During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

Youth make up a significant proportion of alcohol-impaired drivers causing traffic crashes on Missouri roadways. Of the 17,313 alcohol-impaired drivers involved in traffic crashes during 2011-2013, 10.6% were under the age of 21 (in known cases). This is especially significant when you consider it is illegal for someone under 21 to possess or consume alcohol in Missouri.

In 2011-2013, a total of 553 alcohol-impaired drivers were involved in crashes where one or more persons were killed. In known cases, 11.6% of these drivers were under the age of 21. A total of 79 persons were killed in traffic crashes involving these young alcohol-impaired drivers. Of those persons killed, 54.4% were the underage alcohol-impaired driver and 45.6% were some other party in the crash.

There are several high schools and at least 3 college campuses in the Columbia/Boone County area, so we have a large youth (under 21 years of age) population. Members of the Boone County Sheriff's Department often encounter underage individuals that have been consuming intoxicants. It is well known that youth have been able to purchase alcohol at locations within Boone County.

When looking at the Missouri state-wide statistics for "Missouri 21 and Under Driver Alcohol Involved Traffic Crashes" crashes from 2011 - 2013, Boone County was ranked as the 6th highest county in the state and the City of Columbia is ranked as the 3rd highest city in the state. When looking at the Missouri state-wide statistics "Missouri 21 and Under Driver Alcohol Involved Fatal Traffic Crashes" from 2011 - 2013, Boone County is ranked as 2nd highest county in the state and the City of Columbia is ranked as having the 3rd highest number when compared with other cities in the state. By looking at these rankings alone, one can tell that underage subjects who drink and drive are a problem in Boone County.

## GOALS/OBJECTIVES

---

Goal #1: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Goal #2:

To decrease fatalities involving alcohol-impaired drivers under the age of 21 years to:

- 16 by 2013
- 15 by 2014
- 15 by 2015
- 14 by 2016

Performance Measure:

Number of fatalities involving alcohol-impaired drivers under the age of 21 years

Benchmark:

2013 fatalities involving alcohol-impaired drivers under the age of 21 years = 28

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan focused on drivers ages 15 through 20 years old

Our goal with this program is to help support the goal of decreasing the fatalities involving alcohol-impaired drivers under the age of 21. We believe by using this program to reduce the availability of alcoholic beverages to those less than 21 years of age it will help reduce the number of impaired drivers under the age of 21 on our roadways.

## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

Since 2010 the Boone County Sheriff's Department has been conducting alcohol compliance checks throughout Boone County. This involves sending a minor or minors (18 or 19 years of age) into businesses or events serving/selling alcoholic beverages. The minor(s) then attempt to purchase alcoholic beverages and if they are successful in making the purchase we take enforcement action and report the violations to the Missouri Alcohol and Tobacco Control.

If awarded this grant, we plan to use it to fund the overtime and fringe benefit costs for deputies to conduct these operations around Boone County. We feel that these operations assist in combating traffic crashes involving youth impaired by alcohol.

## SUPPLEMENTAL INFORMATION

### Question

### Answer

#### You must answer the following questions.

- |   |     |
|---|-----|
| 1 Does your agency have an internal safety belt policy for all personnel?   | Yes |
| 2 Does your agency report racial profiling data annually?   | Yes |
| 3 Does your agency report to STARS?   | Yes |
| 4 Does your agency report UCR information annually?   | Yes |
| 5 Has any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No  |
| 6 Please explain any NO answer(s) to questions 1-4:   |     |

#### Please use the most current 12-months of data available for answering questions 7-12.

- |  |     |
|--|-----|
| 7 Total number of DWI violations written.                        | 228 |
| 8 Total number of speeding violations written.                   | 585 |
| 9 Total number of HMV violations written.                        | 235 |
| 10 Total number of child safety/booster seat violations written. | 21  |
| 11 Total number of safety belt violations written.               | 135 |
| 12 Total number of sobriety checkpoints hosted.                  | 5   |

#### Use the most current three years crash data for questions 13-23.

- |   |      |
|---|------|
| 13 Total number of traffic crashes.   | 6452 |
| 14 Total number of traffic crashes resulting in a fatality.                     | 42   |
| 15 Total number of traffic crashes resulting in a serious injury.               | 248  |
| 16 Total number of speed-related traffic crashes.                               | 929  |
| 17 Total number of speed-related traffic crashes resulting in a fatality.       | 10   |
| 18 Total number of speed-related traffic crashes resulting in a serious injury. | 59   |
| 19 Total number of alcohol-related traffic crashes.                             | 454  |

20 Total number of alcohol-related traffic crashes resulting in a fatality.	14
21 Total number of alcohol-related traffic crashes resulting in a serious injury.	42
22 Total number of unbuckled fatalities.	21
23 Total number of unbuckled serious injuries.	49

**Enter your agency's information below.**

24 Total number of commissioned law enforcement officers.	72
25 Total number of commissioned patrol and traffic officers.	31
26 Total number of commissioned law enforcement officers available for overtime enforcement.	50
27 Total number of vehicles available for enforcement.	43
28 Total number of radars/lasers.	42
29 Total number of in-car video cameras.	49
30 Total number of PBT's.	30
31 Total number of Breathalyzers.	5

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

32 Identify the primary enforcement locations.

The alcohol compliance checks will be conducted at various businesses and/or events where alcoholic beverages are sold around Boone County.

33 Enter the months in which enforcement will be conducted.

The alcohol compliance checks will be conducted during random months throughout the year.

34 Enter the number of enforcement periods your agency will conduct each month. 1

35 Enter the days of the week in which enforcement will be conducted.

The alcohol compliance checks may be conducted on any day of the week; though they are likely to occur on Wednesday, Thursday, Friday or Saturday.

36 Enter the time of day in which enforcement will be conducted.

Primarily enforcement times will be late afternoon, early evening, and night time hours; however, we may conduct these occasionally during the daytime hours.

37 Enter the number of officers assigned during the enforcement period. 3

38 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

N/A

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.



## ADDITIONAL FUNDING SOURCES

---

Deputy Sheriff Salary Supplementation Fund Grant: Contract #2015-DSSSF-008 - BCSD Awarded \$61,452.33 - 07/01/2014 - 06/30/2015

MO Internet Crimes Against Children Task Force Grant - 2014-MC-FX-K043 - BCSD Awarded \$10,000 for Equipment and Training - 11/06/2014 - 06/30/2015

Youth Community Coalition of Columbia Grant - Alcohol Compliance/Enforcement - BCSD Awarded \$15,000 - 09/30/2014 - 09/30/2015

Edward Byrne Memorial Justice Assistance Grant: 2013-DJ-BX-0573 (JAG) - BCSD Awarded \$17,556.80 - 10/1/2012 - 9/30/2016

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

**BUDGET**

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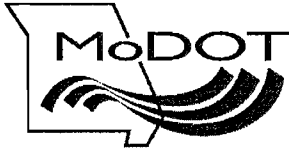
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<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Overtime and Fringe for Deputies working the Alcohol Compliance Checks	84	\$40.00	\$3,360.00	\$0.00	\$3,360.00
					\$3,360.00	\$0.00	\$3,360.00
<b>Total Contract</b>					<b>\$3,360.00</b>	<b>\$0.00</b>	<b>\$3,360.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2013_OMB_Circular_A-133.pdf	02/12/2015



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## COUNTY AUTHORIZATION

On FEBRUARY 24, 2015 the County Commission of BOONE  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Presiding Commissioner



**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2015 through September 30, 2016**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 02, 2015)

<b>Agency:</b>	Boone County Sheriff's Dept.	<b>Agency ORI#:</b>	MO0100000
<b>Address:</b>	2121 County Dr.	<b>Federal Tax ID#:</b>	436000349
		<b>State Tax ID#:</b>	12464848
<b>City:</b>	Columbia	<b>State:</b> MO	<b>Zip:</b> 65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymmo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	Speeding Drivers		

**Project activity for which your agency is requesting funding:**  
Hazardous Moving Violation

<b>Project Title:</b>	HMV - Slowdown	<b>Requested Amount:</b>	\$23,162.00
<b>Brief Description:</b>	HMV Enforcement / Operation Slowdown		

\_\_\_\_\_  
Dwayne Carey  
Authorizing Official

\_\_\_\_\_  
*Dwayne Carey*  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

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Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 959 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,617 seriously injured, slightly more than one-half (53.2%) were the aggressive drivers and nearly one-half (46.8%) being some other person involved.

From January 2012 through December 2014, Boone County experienced 6,452 reported motor vehicle crashes and this number includes 42 fatal motor vehicle crashes. We know that more often than not these motor vehicle crashes are caused, at least in part, by careless driving, inattention or other hazardous moving violations.

When looking at the probable contributing circumstances for the 6,452 reported motor vehicle crashes there are several of them that stand out. Below are various probable contributing circumstances and the number (out of the 6,452) of crashes that listed them as a probable factor in the crash.

Speed - Exceeded Limit: 172 Total (8 of which were fatal)  
Too Fast for Conditions: 824 Total  
Violation Signal / Sign: 274 Total  
Following Too Close: 937 Total  
Improper Turn: 191 Total  
Improper Lane Use / Change: 740 Total  
Failed to Yield: 1,201 Total  
Distracted / Inattentive: 856 Total

## GOALS/OBJECTIVES

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In 2011-2013, there were 419,658 traffic crashes in Missouri - 15.4% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,161 fatal crashes, 38.3% involved drivers who were speeding.

### Goal #1:

To decrease HMV/aggressive driving related fatalities to:

- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

### Performance Measure:

- Number of HMV/aggressive driving-related fatalities

### Benchmark:

- 2013 aggressive driving-related fatalities = 308

### Goal #2:

To decrease speed-related fatalities to:

- 299 by 2013
- 285 by 2014
- 272 by 2015
- 258 by 2016

### Performance Measure:

- Number of speed-related fatalities

### Benchmark:

- 2013 speed-related fatalities = 302

### Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

### Goal:

To support the state goal of decreasing hazardous moving violation driving related crashes to include fatality crashes.

### Objective:

Implement monthly enforcement details focusing on enforcing speeding violations and other hazardous moving violations.

## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

The Boone County Sheriff's Department's is planning to perform slowdown operation enforcement details every month from October of 2015 through September of 2016. These "Operation Slowdown" details will be performed throughout Boone County with concentration in known problem areas. We plan on dividing the efforts between county maintained roadways and the state maintained roadways to include U.S. Highway 63, which is known to have a high number of serious and fatal traffic crashes. The goal is to commit at least 32 deputy man hours and at least 8 dispatcher hours toward these details each month.

Our intention is to schedule an average of eight "shifts" per month that are each 4 hours in length. These eight shifts may be grouped together to allow several (ideally four or more) deputies to work at the same time or they may be spread throughout the month. This will allow us to have deputies covering up to 32 different hours of the month if we choose to spread the shifts out. It will also allow us to have multiple deputies working various areas of the county at the same time or working together to address an issue or concern at the same location. Our goal will be to address all observed violations with an emphasis on enforcing speeding violations and other hazardous moving violations, such as speeding, following too closely, careless and imprudent driving, stop sign, red-light running, failure to yield, and lane violations.

We might possibly set up and conduct one or two safety checkpoints throughout the grant year as well. The purpose of these safety checkpoints is to identify safety violations, target those unlicensed/suspended/revoked drivers, and target child restraint/safety belt violations. Each safety checkpoint will require approximately 32 to 40 deputy man hours and approximately 4 dispatcher man hours. During months that we conduct a safety checkpoint, we will reduce the number of other regular slowdown operation shifts to approximately four.



## SUPPLEMENTAL INFORMATION

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### Question

### Answer

#### **You must answer the following questions.**

- |   |     |
|---|-----|
| 1 Does your agency have an internal safety belt policy for all personnel?   | Yes |
| 2 Does your agency report racial profiling data annually?   | Yes |
| 3 Does your agency report to STARS?   | Yes |
| 4 Does your agency report UCR information annually?   | Yes |
| 5 Has any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No  |
| 6 Please explain any NO answer(s) to questions 1-4:   |     |

#### **Please use the most current 12-months of data available for answering questions 7-12.**

- |  |     |
|--|-----|
| 7 Total number of DWI violations written.                        | 228 |
| 8 Total number of speeding violations written.                   | 585 |
| 9 Total number of HMV violations written.                        | 235 |
| 10 Total number of child safety/booster seat violations written. | 21  |
| 11 Total number of safety belt violations written.               | 135 |
| 12 Total number of sobriety checkpoints hosted.                  | 5   |

#### **Use the most current three years crash data for questions 13-23.**

- |   |      |
|---|------|
| 13 Total number of traffic crashes.   | 6452 |
| 14 Total number of traffic crashes resulting in a fatality.                     | 42   |
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| 16 Total number of speed-related traffic crashes.                               | 929  |
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| 18 Total number of speed-related traffic crashes resulting in a serious injury. | 59   |
| 19 Total number of alcohol-related traffic crashes.                             | 454  |

20 Total number of alcohol-related traffic crashes resulting in a fatality.	14
21 Total number of alcohol-related traffic crashes resulting in a serious injury.	42
22 Total number of unbuckled fatalities.	21
23 Total number of unbuckled serious injuries.	49

**Enter your agency's information below.**

24 Total number of commissioned law enforcement officers.	72
25 Total number of commissioned patrol and traffic officers.	31
26 Total number of commissioned law enforcement officers available for overtime enforcement.	50
27 Total number of vehicles available for enforcement.	43
28 Total number of radars/lasers.	42
29 Total number of in-car video cameras.	49
30 Total number of PBT's.	30
31 Total number of Breathalyzers.	5

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

32 Identify the primary enforcement locations.

In analyzing the 8,816 motor vehicle crashes that occurred within Boone County 2011 – 2014, 917 (10.4%) occurred on Interstate 70, 873 (9.9%) occurred on US Highway 63, 560 (6.3%) occurred on County Roads, and 3080 (34.9%) occurred on other various state maintained roadways. Based on these numbers, our slowdown operations and HMV enforcement details will be performed on County Roads, US Highway 63, Interstate 70, and other various state maintained roadways within Boone County. The Boone County Sheriff's Department is basically the only law enforcement agency conducting enforcement on county maintained roadways in Boone County, so our goal is to concentrate approximately half of these enforcement efforts on the county maintained roadways and approximately half of these enforcement efforts on US Highway 63, Interstate 70, and the other various state maintained roadways within Boone County. Enforcement will be performed in high traffic areas and areas known for violations and/or crashes.

33 Enter the months in which enforcement will be conducted.

According to the statistics from 2011-2014 YTD, the frequency of crashes within Boone County ranged from 597 to 829 in any given month; therefore, the Boone County Sheriff's Department will conduct these enforcement year round (October -September).

2011 - 2014 YTD Traffic Crashes by month in Boone County:

Jan.- 768  
Feb. - 741  
Mar. - 782  
Apr.- 713  
May - 771  
Jun. - 671  
July. - 597  
Aug. - 717  
Sep. - 749  
Oct. - 829  
Nov. - 715  
Dec. - 763

34 Enter the number of enforcement periods your agency will conduct each month.

2

35 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2011-2014 YTD, motor vehicle crashes within Boone County are likely to occur Sunday through Saturday; however, 77% of the crashes occurred Monday through Friday. The majority of our slowdown operations and safety checkpoints will be conducted Monday through Friday.

2011 – 2014 YTD Traffic Crashes by day of week in Boone County:

Sun. - 856  
Mon. - 1,316  
Tue. - 1,329  
Wed. - 1,225  
Thu. - 1,394  
Fri. - 1,592  
Sat. - 1,088

36 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2011 - 2014 YTD, approximately 72.5% of the total number of traffic crashes and approximately 66.3% of the speeding involved traffic crashes in Boone County occurred between the hours of 7:00 am and 7:00 pm. Based on these facts, the majority of our enforcement under this grant will be conducted between the hours of 7:00 am and 7:00 pm, though this may vary occasionally.

37 Enter the number of officers assigned during the enforcement period.

4

38 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Several of our RADAR units currently in use are 15 - 20 years of age. Several of these units have broken down over the past few years and we have taken some out of service as we can replace them. If awarded funding for this RADAR unit, we will install it in one of the vehicles assigned to the Traffic Unit and move one of the newer hand held RADAR units to enforcement/patrol.

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
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  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
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## ADDITIONAL FUNDING SOURCES

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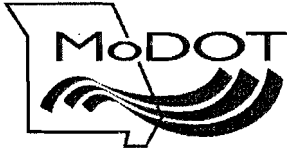
**BUDGET**

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
<b>Equipment</b>							
	Radar	Stalker RADAR Unit - Dual Antenna Directional Sensing	1	\$3,030.00	\$3,030.00	\$0.00	\$3,030.00
					\$3,030.00	\$0.00	\$3,030.00
<b>Personnel</b>							
	Overtime and Fringe	Overtime and fringe for deputies working the slowdown details and various HMV details under this grant.	420	\$40.00	\$16,800.00	\$0.00	\$16,800.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher) for the Slowdown / HMV details being conducted for this grant.	98	\$34.00	\$3,332.00	\$0.00	\$3,332.00
					\$20,132.00	\$0.00	\$20,132.00
<b>Total Contract</b>					\$23,162.00	\$0.00	\$23,162.00

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2013_OMB_Circular_A-133.pdf	02/05/2015



Traffic and Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## COUNTY AUTHORIZATION

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County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
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financial assistance from the Highway Safety Division.

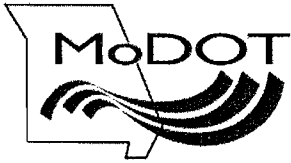
When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
County Commissioner

  
County Commissioner

  
Presiding Commissioner





**Traffic and Highway Safety Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2015 through September 30, 2016**

Traffic and Highway Safety Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161


(Application due by March 02, 2015)

<b>Agency:</b>	Boone County Sheriff's Dept.	<b>Agency ORI#:</b>	MO0100000
<b>Address:</b>	2121 County Dr.	<b>Federal Tax ID#:</b>	436000349
		<b>State Tax ID#:</b>	12464848
<b>City:</b>	Columbia	<b>State:</b> MO	<b>Zip:</b> 65202-9064
		<b>County:</b>	Boone
<b>Phone:</b>	573-875-1111	<b>Fax:</b>	573-874-8953
<b>Contact:</b>	Sgt. Brian Leer	<b>Email:</b>	bleer@boonecountymmo.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	129,098
<b>Targeted Population:</b>	Impaired Drivers		

<p><b>Project activity for which your agency is requesting funding:</b></p> <p>DWI Enforcement</p>
--

<b>Project Title:</b>	Full-Time DWI / Traffic Unit	<b>Requested Amount:</b>	\$67,880.88
<b>Brief Description:</b>	Partial Funding - 2 Full-Time Deputies		

\_\_\_\_\_  
Dwayne Carey  
Authorizing Official

  
\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Sheriff  
Authorizing Official Title

## PROBLEM IDENTIFICATION

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Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2011-2013 period, 419,658 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 3.0% involved someone being seriously injured. During the same time period, there were 20,061 traffic crashes where one or more drivers and/or pedestrians were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers or pedestrians were impaired by alcohol or other drugs, 717 people were killed and another 2,644 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 87.7% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 717 people killed in alcohol and other drug-related traffic crashes, 69.2% were the substance-impaired driver/pedestrian and 30.8% were some other involved party. Of the 2,644 seriously injured, 61.7% were the substance-impaired drivers/pedestrians while 38.3% were other persons in the incidents.

In the past three years (2012-2014) there have been 6,494 reported crashes (total number investigated by all agencies) in Boone County. Of those 6,494 crashes, 461 were Drinking-Involved crashes and 507 were Drinking and/or Drug Involved crashes. Of the 461 Drinking-Involved crashes, 172 of the crashes involved injury to a total of 231 persons, and 14 involved the death of a total of 16 persons. Of the 507 Drinking and/or Drug Involved crashes, 190 of the crashes involved injury to a total of 265 persons, and 16 involved the death of a total of 18 persons

Boone County and the City of Columbia, which is the county seat of Boone County, consistently have problems with Drinking-Involved crashes. Below are some of the rankings (2011-2013), which show how Boone County and the City of Columbia compare to the rest of the Missouri counties and cities when it comes to drinking-involved crashes.

- \* Alcohol Involved Crashes - Boone County ranked 8th / City of Columbia ranked 5th
- \* Major Disabling Alcohol Involved Crashes - Boone County ranked 8th / City of Columbia ranked 8th
- \* Fatal Alcohol Involved Crashes - Boone County ranked 7th / City of Columbia ranked 3rd

In 2014, the Boone County Sheriff's Department made at least 228 arrests for DWI. In 2014 alone, Boone County experienced 4 fatal drinking-involved motor vehicle crashes (6 total deaths), 40 personal injury drinking-involved crashes, and 89 property damage drinking-involved crashes. Impaired driving continues to be a serious problem in Boone County.

## GOALS/OBJECTIVES

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Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 267 by 2013
- 255 by 2014
- 243 by 2015
- 230 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 280

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

The goal of the Boone County Sheriff's Department is to continue our commitment to combating impaired driving and support the state goal of decreasing impaired driving fatalities annually. During the 2015-2016 grant year, we plan on continuing to utilize our Full-Time DWI / Traffic Unit to assist in addressing impaired driving on a regular nightly basis, in addition to conducting DWI saturation patrols, and sobriety checkpoints throughout the grant year. An objective is for our Full-Time DWI / Traffic Unit to maintain a high profile, which includes continued press releases and highly visible patrol activities.

## PROJECT DESCRIPTION

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Project Description information will be captured in the supplemental section.

The Boone County Sheriff's Department plans to continue using our Full-Time DWI / Traffic Unit personnel to combat impaired driving. If approved, this grant will assist in funding the salary and benefit costs of the two members of the Traffic Unit who are tasked with conducting DWI enforcement. Even though the number of drinking-involved traffic crashes in Boone County continued to decline in 2014, Boone County is still one of the top ranking counties in the state for drinking-involved traffic crashes. We believe our enforcement efforts are making a difference in drinking-involved crashes and we plan on continuing these efforts to see a continued reduction in these crashes involving impaired drivers.

As described in the supplemental section, these units will primarily work evening, night and early morning hours (between 3:00 pm and 6:00 am) throughout each week. They will be assigned as Traffic Enforcement Deputies and tasked with focusing on arresting impaired drivers throughout Boone County. They will work high traffic areas, problem roadways (like U.S. 63, Interstate 70, MO 163, etc.), and other roadways around Boone County.

## SUPPLEMENTAL INFORMATION

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### Question

### Answer

#### **You must answer the following questions.**

- |   |     |
|---|-----|
| 1 Does your agency have an internal safety belt policy for all personnel?   | Yes |
| 2 Does your agency report racial profiling data annually?   | Yes |
| 3 Does your agency report to STARS?   | Yes |
| 4 Does your agency report UCR information annually?   | Yes |
| 5 Has any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime? | No  |
| 6 Please explain any NO answer(s) to questions 1-4:   |     |

#### **Please use the most current 12-months of data available for answering questions 7-12.**

- |  |     |
|--|-----|
| 7 Total number of DWI violations written.                        | 228 |
| 8 Total number of speeding violations written.                   | 585 |
| 9 Total number of HMV violations written.                        | 235 |
| 10 Total number of child safety/booster seat violations written. | 21  |
| 11 Total number of safety belt violations written.               | 135 |
| 12 Total number of sobriety checkpoints hosted.                  | 5   |

#### **Use the most current three years crash data for questions 13-23.**

- |   |      |
|---|------|
| 13 Total number of traffic crashes.   | 6452 |
| 14 Total number of traffic crashes resulting in a fatality.                     | 42   |
| 15 Total number of traffic crashes resulting in a serious injury.               | 248  |
| 16 Total number of speed-related traffic crashes.                               | 929  |
| 17 Total number of speed-related traffic crashes resulting in a fatality.       | 10   |
| 18 Total number of speed-related traffic crashes resulting in a serious injury. | 59   |
| 19 Total number of alcohol-related traffic crashes.                             | 454  |

20 Total number of alcohol-related traffic crashes resulting in a fatality.	14
21 Total number of alcohol-related traffic crashes resulting in a serious injury.	42
22 Total number of unbuckled fatalities.	21
23 Total number of unbuckled serious injuries.	49

**Enter your agency's information below.**

24 Total number of commissioned law enforcement officers.	72
25 Total number of commissioned patrol and traffic officers.	31
26 Total number of commissioned law enforcement officers available for overtime enforcement.	50
27 Total number of vehicles available for enforcement.	43
28 Total number of radars/lasers.	42
29 Total number of in-car video cameras.	49
30 Total number of PBT's.	30
31 Total number of Breathalyzers.	5

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

32 Identify the primary enforcement locations.

Drinking involved traffic crashes have been occurring all around Boone County. From 2011 thru 2014 YTD, 54.8% of the drinking involved traffic crashes occurred on city streets and county roads. Our enforcement will be strongly focused on major thoroughfares in and around the City of Columbia, on county roads, and on state roadways around Boone County. Some of the specific roadways our unit will patrol will include Highway 63 (8.5% of the drinking involved traffic crashes), Interstate 70 (5.7% of the drinking involved traffic crashes), Missouri 163 (5.2% of the drinking involved crashes), Missouri 763 (4.1% of the drinking involved traffic crashes), and other roadways with higher frequencies of drinking involved traffic crashes.

33 Enter the months in which enforcement will be conducted.

According to the statistics from 2011-2014 YTD, the frequency of drinking involved crashes within Boone County ranged from 41 to 63 in any given month; therefore, the Boone County Sheriff's Department will conduct our enforcement year round (October - September).

2011-2014 YTD Drinking Involved Traffic Crashes by month in Boone County:

Jan. - 59  
Feb. - 48  
Mar. - 59  
Apr.- 45  
May - 56  
Jun.- 63  
July - 41  
Aug. - 44  
Sep. - 43  
Oct. - 57  
Nov. - 45  
Dec. - 50

34 Enter the number of enforcement periods your agency will conduct each month.

23

35 Enter the days of the week in which enforcement will be conducted.

According to the statistics from 2011 – 2014 YTD, drinking involved crashes within Boone County are likely to occur Sunday through Saturday, so our Full-Time DWI / Traffic Unit will be conducting enforcement on all 7 days of the week (Sunday - Saturday). Enforcement will usually not be performed Sundays after 5:00 am.

2011-2014 YTD drinking involved traffic crashes by day of week in Boone County:

Sun. - 112  
Mon. - 43  
Tue. - 54  
Wed. - 64  
Thu. - 82  
Fri. - 108  
Sat. - 146

36 Enter the time of day in which enforcement will be conducted.

According to the statistics from 2011-2014 YTD, 89.8% of the drinking involved crashes within Boone County occurred between the hours of 3:00 pm and 6:00 am; therefore, the enforcement efforts of the two Boone County Sheriff's Department's Full-Time DWI / Traffic Unit grant positions will primarily be focused on hours falling between 3:00 pm and 6:00 am.

37 Enter the number of officers assigned during the enforcement period.

2

38 If equipment, promotional items, or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

We are wishing to purchase three Driver's License/ID barcode scanners and the necessary software to use them in our patrol vehicles. The scanners would be for the patrol vehicles of members of the Traffic Unit. These will assist us in being more efficient during our traffic stops and will likely reduce the time it takes for each traffic stop. These will also have an expected useful life well beyond the 2015-2016 grant year.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Traffic and Highway Safety Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.



## ADDITIONAL FUNDING SOURCES

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Deputy Sheriff Salary Supplementation Fund Grant: Contract #2015-DSSSF-008 - BCSD Awarded \$61,452.33 - 07/01/2014 - 06/30/2015

MO Internet Crimes Against Children Task Force Grant - 2014-MC-FX-K043 - BCSD Awarded \$10,000 for Equipment and Training - 11/06/2014 - 06/30/2015

Youth Community Coalition of Columbia Grant - Alcohol Compliance/Enforcement - BCSD Awarded \$15,000 - 09/30/2014 - 09/30/2015

Edward Byrne Memorial Justice Assistance Grant: 2013-DJ-BX-0573 (JAG) - BCSD Awarded \$17,556.80 - 10/1/2012 - 9/30/2016

Edward Byrne Memorial Justice Assistance Grant: 2014-DJ-BX-0502 (JAG) - BCSD Awarded \$18,494.40 - 10/1/2013-9/30/2017

**BUDGET**

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
<b>Equipment</b>							
	Computer Hardware	Driver License Card Readers and Related Necessary Software to Read Barcodes From Identification Cards and Drivers Licenses - For Traffic Unit	3	\$1,000.00	\$3,000.00	\$0.00	\$3,000.00
					\$3,000.00	\$0.00	\$3,000.00
<b>Personnel</b>							
	Salary and Fringe	Salary and Fringe for Two Full-Time DWI/Traffic Enforcement Deputies	1	\$119,761.77	\$119,761.77	\$59,880.89	\$59,880.88
					\$119,761.77	\$59,880.89	\$59,880.88
<b>Training</b>							
	Professional Development	2015-2016 Costs associated with Training and Conferences for all members of the BCSD Traffic Unit (Examples would include such things as LETSAC Conference, DWI Conferences, Impaired Driving Training, Crash Investigation Training, LifeSavers, etc)	1	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
					\$5,000.00	\$0.00	\$5,000.00
<b>Total Contract</b>					\$127,761.77	\$59,880.89	\$67,880.88

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2013_OMB_Circular_A-133.pdf	02/04/2015

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 2015

County of Boone

In the County Commission of said county, on the

24th

day of

February

2015

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 request from Family Court Services regarding the Domestic Relations Resolution Fund as described in the attached documentation.

Done this 24th day of February, 2015.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

**Domestic Relations Program for Parents and Children  
Request for Proposal  
Supervised Access and Exchange Program, “Contact for Kids: A Safe Way”  
Budget Spending Plan & Narrative**

**2.1 Continuation of Approved Program:**

For fiscal year 2015, the 13<sup>th</sup> Judicial Circuit, Family Court requested \$15,000 in funding to continue our Supervised Visitation program. The Court received \$10,000 and has continued to provide supervised exchange services through a contract with Great Circle. Due to the reduced amount of grant funds awarded, the Court began requiring the non-custodial parent to pay a per diem based off his/her income. It should also be noted that the Court can find a person indigent and not require the parent to pay a co-pay.

During the current grant cycle from July 1 through February 10, 20 families have been referred to the program as a result of their involvement in domestic relations cases. Of those 20 cases, 9 cases have received supervised visitation program services. Four additional cases that were referred during the previous grant cycle continued to receive supervised visitation services during the current grant period as they had not exceeded the maximum of twelve hours allotted. This brings the total number of families who have received supervised visitation services to 13. Of the 13 families who received services, 6 of the families have used all 12 hours of the supervised visitation. 3 families have received 10 hours of services, 1 family utilized 8 hours, and 3 families have used between 3 hours and 7 hours. It is anticipated that 5 of the families who have received supervised visits under the maximum allotment of 12 hours, will fulfill the maximum allotment during the third and fourth quarter of the grant year. The Court also anticipates that at least an additional 11 families referred to the program this grant cycle will begin receiving supervised visitation services during the third and fourth quarter.

The 13<sup>th</sup> Circuit’s Family Court supervised visitation and exchange program was established approximately 5 years ago. During the previous grant year, 20 families were served and 196.25 direct hours of supervised visitation services were provided. So far during the 1<sup>st</sup> and 2<sup>nd</sup> quarter of the 2014-2015 grant reporting year, 13 families have been served with a total of 101 direct services hours provided. This is in line with the amount of supervised visitation hours provided during the 2013-2014 cycle and is also well above the number of hours provided during the 2012-2013 grant reporting period. We are also on pace to provide services to at least 24 families, but are likely to serve 26.

As noted above, for fiscal year 2014-2015 we requested \$15,000 but were only awarded \$10,000. We informed attorneys and Children’s Division caseworkers that cases being referred should be thoroughly screened due to the lower amount in funds. Through December 2014, \$4,937 has been billed for supervised visitation, which is approximately half of the \$10,000 allocation. Of the 13 families who participated in the program during the current fiscal year, 6 parents’ fees were waived based on the Court’s finding the

parent had no financial means to pay; the remaining 7 families paid co-pays anywhere from \$8.00 to \$39.00 per hour.

The number of families served has continued to grow since 2012-2013 fiscal year. In 2013-2014, 20 families were served. Currently the Court has served 13 families with 101 direct service hours. It is anticipated that if the average number of families served and hours provided for the first and second quarter are continued, that would equate to a total of 26 families served for the current fiscal year and a total of 202 direct service hours.

<b>Quarter</b>	<b>Families Served</b>	<b>Hours</b>
1	5	44.5
2	8	56.5
3*	6.5	50.5
4*	6.5	50.5
<b>Total</b>	<b>26</b>	<b>202</b>

\*Estimates

If current trends persist, the Court may seek additional funding for the current grant year. If we are not awarded additional funds, visits would need to cease once we exhausted the \$10,000 until the new grant year started. During the previous grant reporting period all allotted funds were used.

Budget Spending Plan

Should our Court be awarded the full amount of \$15,000, we are confident referrals will continue to be made and believe those referrals made are more likely to follow through due to the referring attorneys now having a better understanding of the referral process and paperwork needed. We also will continue the practice that if a party falls below poverty level, the Court may waive an hourly per diem being paid by the non-custodial party.

The following chart shows the expected budget spending plan for FY15, based on predictions of families served to date. This budget plan includes continuing to contract with Great Circle to provide the supervision by a licensed therapist at \$58.00 per hour.

# of Families Predicted to be Served	# of Available Visitation hours per family	Cost per Visitation Hour	Total Funds needed to provide services	Requested funds through DRRF	Additional Funds needed outside of Grant to cover expenditures
26	12	\$58	\$18,096.00	\$15,000.00	\$3,096.00

As mentioned above, the total number of families projected to be served during this grant reporting period is 26 based on the number of families referred so far for the first and second quarter. Currently reimbursement per hour for the therapist to provide supervised visits is \$58 per hour. If each family receives 12 hours of supervised visitation services

and qualified for having no co-pay due to income levels, the maximum amount needed would be \$18,096. Currently \$4,937.00 has been spent to provide supervised visitation services. Based on the number of families we anticipate serving in the last two quarters, we project that a minimum of \$9,874 will be spent during this period, however the number of families who will have a co-pay and the amount of the co-pay are difficult to forecast. The number of referrals and families participating have continued to remain at a much higher level as in the previous year, demonstrating continued demand for and use of the program over the past year. We would be requesting \$15,000 in order to support this.

In an effort to continue assuming some of the responsibilities of the cost of this program, the Court will continue to work with Great Circle in having the non-custodial parent pay an hourly per diem based on their income level. For those non-custodial parents who fall below poverty level, the Court would continue to be allowed to waive a per diem fee, therefore allowing the grant to pay the full hourly rate. It should be noted that during the first and second quarter of fiscal year 2014-2015, \$921 have been defrayed in costs due to collection of co-pays by the non-custodial parents. We have increasingly been stringent on collecting co-pays to ensure maximum use of the funds provided for families.

Our Court, in collaboration with Great Circle, previously developed a sliding scale worksheet to determine the hourly rate the non-custodial parent would be required to pay. This scale continues to provide for the fee to be waived if the parent's income is below poverty guidelines as provided by the U.S. Department of Health and Human Services. For families who would be required to pay an hourly per diem, the family will continue to sign an agreement to pay a pre-determined amount before each supervised visitation and should they not be able to pay their amount, the visitation would not occur. It will continue to be up to the contract agency to collect the amount due from the family based on the sliding scale fee and the Court will agree to pay the contract agency the remaining balance of the \$58.00 per hour through contractual services through the DRRF grant. Based on the previous seven months of following this policy, it is estimated that several families will be able to pay some per diem for visits, but there will continue to be a need to waive the co-pay as 6 families had their fee waived as they had no income being received that could be counted towards the sliding scale and all fell below the minimum income of \$8,000 per year. As mentioned above, co-pays for the non-custodial parents have continued to help defray costs for the program and we will continue to be stringent in monitoring that families pay the appropriate co-pay for their income level. At this time, no other funding sources have been identified, but we will continue to keep the program as low cost as possible to the Courts while maintaining a high level of quality and effectiveness.

#### Benefit of Funds for FY15

Thirteen families have received the benefit of the Supervised Visitation program from July 1, 2014 through January 2015 in the 13<sup>th</sup> Circuit as a direct result of this grant. The children and visiting parents have been given an opportunity to build a lasting relationship that often might not have occurred without this program. The visiting parent

has learned valuable information such as how to better communicate and/or interact with their child/children through the assistance of the licensed therapist. The custodial parent has been provided the assurance their child/children are safe and well supervised with the therapist being present.

Surveys from parents who have participated in this program have been positive. Many surveys indicated that the parents learned some new parenting strategies during the visits. We also have received an increased amount of stakeholder surveys which overall have been positive regarding the program. These surveys have been submitted to OSCA with our quarterly reports.

Family Court Commissioner Sara Miller previously stated “the visitation program leads to many cases being resolved without a contested trial because the parties can have an opportunity to work out their visitation issues while the case is pending.” Commissioner Miller believes approximately 90% of the cases end up settled, or at least have the visitation issues resolved, if the family participated in the Supervised Visitation program. She further stated “The greatest value from the program is the benefit to the children. With the program they are able to meet the visiting parent in a safe, fun environment without witnessing inappropriate, angry or even violent behaviors by their parents. There is no way to put a number on that.”

The program is well known among the Family Court Judge, Family Court Commissioner, Guardians Ad Litem, local attorneys, and Children’s Division staff which further ensures that families will continue to be referred for the program. Our Family Court Administrative Judge, Leslie Schneider has given us approval to continue apply for this grant as it has been seen as a needed resource for domestic Court cases involving children. There is currently a need for this program as it has allowed many Court domestic relations cases such as Ex-parte Child Order of Protections, Ex-parte Adult Abuse, Dissolutions of marriage, Paternity, and other Family Court Cases to allow visitation between parents and caregivers in a safe, therapeutic environment and help many cases to be resolved more effectively and continues to be a much needed resource.





**STATE OF MISSOURI  
OFFICE OF STATE COURTS ADMINISTRATOR  
REQUEST FOR PROPOSAL**

**RFP NO. OSCA 16-002**

**TITLE: Domestic Relations Programs for Parents and Children**

**ISSUE DATE: January 5, 2015**

**CONTACT: Russell Rottmann**

**PHONE NO.: (573) 522-6766**

**E-MAIL: [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov)**

**RETURN PROPOSAL NO LATER THAN: 4:00 PM, February 25, 2015**

**RETURN PROPOSAL TO:**

**(U.S. Mail)**

**Office of State Courts Administrator**

**P.O. Box 104480**

**Jefferson City, Mo 65110 - 4480**

**(Courier Service)**

**Office of State Courts Administrator**

**2112 Industrial Dr.**

**Jefferson City, Mo 65109**

**CONTRACT PERIOD: July 1, 2015, THROUGH June 30, 2016**

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE
PRINTED NAME <b>Honorable Leslie Schneider</b>		TITLE <b>Family Court Administrative Judge</b>
CIRCUIT/COUNTY <b>13<sup>th</sup> Judicial Circuit Court- Boone County</b>		
MAILING ADDRESS <b>705 East Walnut Street</b>		
CITY, STATE, ZIP <b>Columbia, Missouri 65201</b>		
CONTACT PERSON <b>Courtney Pulley</b>		TITLE: <b>Supervisor- Boone County Juvenile Office</b>
PHONE NO. <b>573-886-4200</b>	FAX NO. <b>573-886-4030</b>	E-MAIL ADDRESS <b>courtney.pulley@courts.mo.gov</b>

**NOTICE OF AWARD (OSCA USE ONLY)**

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
CONTRACT SECTION	DATE	DEPUTY STATE COURTS ADMINISTRATOR

## 1. **BACKGROUND INFORMATION**

### 1.1 **Introduction:**

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator (OSCA), is seeking applications from Missouri Circuit Courts for the **creation and implementation of domestic relations programs** including, but not limited to the following:

- a. Waiting areas/rooms for children in court facilities.
- b. Supervised access and exchange for parents and children.
- c. Programs that address issues of domestic violence.
- d. Education programs for parents and children.
- e. Programs or projects for self-represented litigants.
- f. Other programs and services pertaining to domestic relations cases.

1.2 The funding for creation and implementation of domestic relations programs allows for programs and services to be developed in the state of Missouri. This Request for Proposal (RFP) encourages circuits to take the opportunity to create new initiatives. The emphasis in reviewing the applications will be on **measurable program outcomes and responsible use of resources.**

1.3 Funding for these programs is available through the Domestic Relations Resolution Fund (DRRF) section 452.552, RSMo. Use of funds must comply with the requirements identified in section 452.554, RSMo.

1.4 Circuits submitting proposals must identify one county treasurer within the circuit to process reimbursements for the entire award period.

1.5 Curriculum developed becomes the property of the circuit court and OSCA. The curriculum developed may be duplicated and used by other circuit courts. Applicants seeking funds to develop curriculum should consult with OSCA staff prior to submitting an application to determine if a suitable curriculum has already been developed through the use of DRRF and may be used or adapted for use.

1.6 Funds may be used to purchase training during the period July 1, 2015 through June 30, 2016. Training should improve the service skills of staff (program instructors or program coordinators), contractual service providers or volunteers within the applicant agency that provides direct services. Agencies must first look to training held in the state of Missouri. Training costs will not be reimbursed until after the training has been attended. Prior approval must be obtained from OSCA, to the attention of Samantha Suthoff at 573-522-6265 or e-mail [samantha.suthoff@courts.mo.gov](mailto:samantha.suthoff@courts.mo.gov) to attend "miscellaneous training" not specifically outlined in the approved budget.

## 2. **APPROVED PROGRAMS**

### 2.1 **Continuation of Approved Programs:**

In an effort to allow programs approved for FY15 funding to receive additional funding for the same program during FY16, courts may submit a budget spending plan and a narrative explaining how the funds have benefited the court during the current fiscal year and how the program will spend during

FY16 without the need to complete a full application for award of DRRF funds. Final approval remains with the Family Court Committee.

**2.2 Education Programs for Parents and Children:**

Educational sessions may be offered to married, divorced, separated and never married parents and children in domestic relations cases involving children. Types of cases may include:

- a. Pre and post dissolution cases.
- b. Legal separations.
- c. Modifications.
- d. Family access motions.
- e. Paternity.
- f. Child support.
- g. Other post-judgment domestic proceedings.

2.2.1 The educational sessions shall address the effects of a dissolution or separation on children and the benefits of alternative dispute resolution, including mediation in resolving disputes related to child custody, visitation and support.

2.2.2 Program curriculum for parents must include:

- a. Content that informs parents of the effect of separation or dissolution of marriage on children.
- b. Teaches parents how to help children adjust to change.
- c. Helps parents understand that children, whenever possible and appropriate, need frequent, continuing and meaningful contact with both parents.
- d. Informs parents of the benefits of alternative dispute resolution, including mediation.

2.2.3 Program curriculum for children must include:

- a. Content that addresses age-appropriate needs and behaviors of children.
- b. Helps children deal with their feelings about the separation of their family.
- c. Helps children cope better with the stress and change involved in their parent's separation or dissolution.

2.2.4 Funds may be used to purchase:

- a. Furniture for classes provided in court facilities including tables and chairs of the size appropriate for younger children.
- b. Equipment for classes provided in court facilities.
- c. Resource materials for children/adults such as class materials, class activities, videos.
- d. Resource materials for program development such as purchase of curriculum, trainer manual.
- e. Contractual services for class instructors.
  1. Contractual instruction services may not exceed \$35.00 per parent or \$35.00 per child.
  2. In areas of the state where the customary rate for such services is greater than \$35.00 per attendee, the applicant **must** include a request for increased reimbursement. However, pursuant to section 452.610, RSMo reimbursement shall not exceed \$75.00 per person.

3. All costs incurred by contracted class instructors, including travel, class preparation time or administrative time are to be included in the rate per participant and are not reimbursable through this program.

**2.3 Self-Represented Litigants in Domestic Relations Cases:**

The program must be related to the needs of self-represented litigants involved with the court in a domestic relations case. This may include a litigant awareness program for married or separated self-represented litigants.

- 2.3.1 The litigant awareness program may address the risks and responsibilities of appearing in court without an attorney;
  - a. A self-assessment exercise designed to identify personal strengths and weaknesses that may affect success in court without an attorney.
  - b. How the Missouri court system works.
  - c. What court staff may or may not do to assist litigants.
  - d. A review of the forms needed for self-representation.
- 2.3.2 This may include a resource center established at the court or operated in partnership with a legal services corporation, law school or independent agency. The resource center may have:
  - a. Available forms, instructions and information about court procedure.
  - b. Contract personnel includes, but is not limited, to attorneys, program coordinators, program instructors and security officers.
- 2.3.3 This may include a Help Desk established at the court or operated in partnership with a legal services corporation, law school or independent agency. The Help Desk may have:
  - a. Available forms, instructions and information about court procedure.
  - b. Contractual personnel, which includes but is not limited to attorneys, program coordinators, program instructors and security officers.
- 2.3.4 This may include an online resource center that may include:
  - a. Litigant awareness program as identified above.
  - b. Access to forms.
  - c. A Certificate of Completion of the litigant awareness program.
  - d. Information about how to find an attorney.
  - e. Information about county, circuit or regional resources available to self-represented litigants.
- 2.3.5 Funds may be used to:
  - a. Contract for the construction of or the renovation of an area or room in a court facility such as partitions, flooring, walls, painting and light fixtures.
  - b. Purchase furniture for the use of program participants at the program site.
  - c. Purchase equipment such as TV or DVD/CD player.
  - d. Purchase resource materials for adults such as educational brochures, books, videos or journals.
  - e. Purchase resource materials for program development such as program manuals, program guides or videos.

- f. Purchase contractual services for attorneys, program coordinators, program instructors, child care attendants, use of a program site, security officers and curriculum development.
- g. Pay for administrative costs such as the purchase of paper, copying, printing or postage.

**2.4 Supervised Access and Exchange:**

The access program must provide a safe, secure environment for all family members. Visits must take place under the supervision of an individual or individuals that have the responsibility of ensuring the child's physical and emotional safety during the time the child spends with the visiting parent and/or extended family members.

2.4.1 The exchange program must provide a safe and secure environment for the transfer of a child from one parent or family member to another for the purpose of the child spending time with the other parent or family member. The program must provide that the transfer of the child is supervised by an individual or individuals that have the responsibility of ensuring the physical and emotional safety of the child and those participating in the exchange at the exchange site.

2.4.2 Funds may be used to purchase:

- a. Furniture that is the appropriate size for children and adults at the access and/or exchange site.
- b. Equipment such as TV or DVD/CD players.
- c. Security equipment such as a hand held metal detector or closed circuit monitoring equipment.
- d. Resource materials used by children/adults in the program such as magazines for the waiting area and toys for children.
- e. Resource materials for program development such as policy manuals purchased from other supervised visitation programs or purchase of the Supervised Visitation Network newsletter.
- f. Contractual services for access and/or exchange supervisors, security personnel or program coordinator.
- g. The use of access and/or exchange site.
- h. Pay for administrative costs such as the purchase of paper, copying, printing or postage.

2.4.3 Funds shall not be used to pay staff salaries or overtime. All equipment, furniture and materials purchased become the property of the circuit court except as stated above

**2.5 Domestic Violence Programs:**

The program must be related to the needs of family members who are involved with the court due to an issue of family violence related to a domestic relations case. This may include services to assist adult and child victims and services for offenders to prevent re-offense.

2.5.1 Funds may be used to purchase:

- a. Furniture for the use of program participants at the program site.
- b. Equipment such as TV or DVD/CD player.
- c. Resource materials for children/adults such as safety planning brochures, books, age appropriate toys, magazines, videos or journals.
- d. Resource materials for program development such as program manuals, program guides or videos.

- e. Contractual services for advocates, treatment providers, childcare attendants, program coordinator, program instructors, use of a program site, security officers and curriculum development.
- f. Pay for administrative costs such as the purchase of paper, copying, printing or postage.

2.5.2 All equipment, furniture and materials purchased become the property of the circuit court.

2.6 **Waiting Areas/Rooms for Children in Court Facilities:**

The waiting area or room must be in a court facility and designed for children who accompany adults involved in domestic relations cases. The waiting area or room:

- a. May be a separate room or a designated area for children located within a larger area or room.
- b. Must allow for supervision of children by the adults who bring the children to the court facility or by designated court staff, volunteers or contracted personnel.

2.6.1 Funds may be used to purchase:

- a. Furniture which is of appropriate size for children and adult supervisors such as tables, chairs, storage shelves for toys, display racks for children's books or pictures/posters for walls.
- b. Equipment such as TV or DVD/CD players.
- c. Resource materials for children/adults that include age appropriate activities for children, such as toys, games, books and relevant information for parents.
- d. Construction/renovation of an area or room in a court facility such as partitions, flooring, walls, paint and light fixtures.
- e. Contractual services for personnel to supervise the waiting area/room or a volunteer coordinator to arrange for volunteers to supervise the area.

2.6.2 Funds shall not be used to pay staff salaries or overtime. All equipment, furniture and materials purchased become the property of the circuit court except as stated above.

2.7 **Other Programs and Services:**

This category applies to all other programs and services that have not previously been addressed in this RFP. The criteria set forth by section 452.554, RSMo are as follows:

2.7.1 "The general assembly shall appropriate moneys annually from the domestic relations resolution fund to the state courts administrator to pay the cost associated with the handbook created in section 452.556, RSMo and to reimburse local judicial circuits for the costs associated with the implementation of and creation of education programs for parents of children, alternative dispute resolution programs and similar programs applicable to domestic relations cases."

2.7.2 Funds may be used to purchase security equipment such as a duress alarm (panic button) system. The system must be designated for areas supporting domestic relations activities.

2.8 **Publications:**

The courts must acknowledge the Domestic Relations Resolution Fund as the source of funding on any curriculum, manuals or public relations materials created with monies from the fund. This includes

brochures, handbooks or informational materials distributed to the public regarding programs and services. It also includes program manuals, curriculum, CD's and DVD's created with monies from the fund. It does not include program forms or internal policies and procedures.

2.8.1 The courts must receive prior approval from OSCA for the printing and/or production and distribution of written, audio or video materials that fall under the above noted criteria.

### **3. PROGRAM PERFORMANCE REQUIREMENTS**

#### **3.1 Program Evaluation:**

Each circuit court receiving reimbursement funds must participate in a program evaluation designed to measure how successful the circuit court has been in providing the services identified in their program proposal.

3.1.1 The evaluation process may include, but is not limited to, the following:

- a. Access to circuit court records for the purpose of retrieving statistical data;
- b. Utilization of questionnaires or surveys of consumer satisfaction for all parties involved, including judicial officers, circuit court staff, attorneys, guardians ad litem and program participants; and
- c. Development and implementation of performance measurement tools when applicable.

3.1.2 OSCA agrees to provide technical assistance to each circuit court in conducting its program evaluation. This technical assistance will include, but is not limited to, establishment of performance measures, collection and analysis of data and reporting program outcomes.

3.1.3 Costs to circuit courts for conducting program evaluations are not allowable reimbursable costs. OSCA shall provide technical assistance for evaluation of programs.

#### **3.2 Reporting Requirements:**

Each circuit court must submit three (3) quarterly data reports and a twelve (12) month final program report. All monthly and quarterly reports should be submitted to OSCA, Attn: Samantha Suthoff or may be e-mailed to [samantha.suthoff@courts.mo.gov](mailto:samantha.suthoff@courts.mo.gov). The reports and the periods they cover are:

<u>Reporting period</u>	<u>Report due date</u>
July, August, September	October 30, 2015
October, November, December	January 30, 2016
January February, March	April 30, 2016
July 2015 through June 2016	July 31, 2016

3.2.1 The data and program reports are intended to:

- a. Assure that use of the funds is consistent with the project application and the intent of the funding source;
- b. Determine the number of parties served and/or number of service hours provided;

- c. Document the types of services provided; and
- d. Provide OSCA, the Family Court Committee, legislature and other interested parties with information regarding consumer satisfaction, program efficiency and effectiveness.

3.2.2 The data and program reports will be evaluated for progress toward completion of the specific program goals, as indicated in the application and to identify any barriers to successful implementation.

3.2.3 Reporting requirements will include, but not be limited to, the number of parties served by the circuit court as a result of the funds reimbursed through this program.

3.3 **Reimbursement of Costs:**

No payments will be made directly to contracted providers. This may require that the county pay for these services up front. OSCA anticipates a two to four week turnaround on reimbursement requests. **All payments shall be made to the County Treasurer.** This issue may need to be addressed with your fiscal officer when planning your project proposal.

3.3.1 Invoices must be submitted by the circuit court to OSCA, Attention: Samantha Suthoff, no later than ten (10) days after the end of each month on the Certificate of Compliance Form. Certificate of Compliance Forms will be provided to each court awarded a contract.

3.3.2 Copies of invoices and other supporting documentation must be attached and submitted to OSCA with the request for reimbursement. Original signatures are required on all Certificates of Compliance. The circuit court is responsible for retaining copies of all documentation for audit purposes.

4. **EVALUATION AND AWARD CRITERIA**

4.1 **Evaluation Criteria for all Program Awards:**

Awards to circuit courts for the creation and implementation of domestic relations programs will be made based upon the **particular needs for the program and why those needs are not being met** and availability of funds.

4.1.1 Consideration shall be given:

- a. As to whether the request for funds is reasonable with clear documentation to support the request or justification why the costs are beyond what is customary.
- b. To the circuit's ability to sustain the program at the end of the funding period.
- c. To the proposed number of persons served, hours of service and the cost of those services per person and/or per hour.
- d. To program goals that are clearly defined with measurable outcomes.

4.1.2 Documentation of how costs are determined must be provided with justification for costs that might be considered beyond what is customary.

4.1.3 Justifications for budgets shall be broken down into the following categories:

- Furniture and equipment.
- Resource materials.



- Construction.
- Contractual services.
- Administrative.
- Training for program staff.

4.1.4 Circuits are encouraged to maximize the use of the available funds by collaborating with other circuits to jointly provide programs that one circuit would otherwise be unable to afford or sustain. Circuits are encouraged to collaborate with other agencies and service providers to maximize the use of existing resources in the community thereby reducing the amount of funding needed through this award.

4.2 **Terms of Awards:**

Funds are available for a period of twelve (12) months. Awards can be made up to \$20,000 per year, per application.

4.2.1 Circuits shall not expend funds for this contract except as stated in an approved proposal. However, circuits may request changes to their proposal and spending plan at any time during the fiscal year by submitting a revised budget plan to OSCA for approval. All requests for changes must be in writing, signed by a member of the judiciary or appointing authority, accompanied by a revised budget and sent to [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov). If the request is approved, the requesting circuit and OSCA staff will be notified.

4.2.2 Request for contractual services will be considered for approved programs; however, requests for staff augmentation, to hire new staff and/or add FTE's to assist with a program will not be approved by the Family Court Committee.

4.2.3 Continuation of funding beyond the initial twelve (12) months is uncertain. Circuit courts should develop a self-sustainability plan and seek alternative ways to fund programs upon completion of this funding period.

4.2.4 The Family Court Committee maintains the discretion to adjust, in whole or in part, each program in each circuit court's request based upon the reasonableness of each request and the availability of funds.

4.2.5 If it appears that a circuit court will not use all funds awarded during the twelve (12) month period, the Family Court Committee may, at its discretion, reduce the amount of awarded funds to the circuit court and reallocate those funds to other circuit courts.

4.2.6 Any funds awarded for program services cannot be used to supplant existing local or state funds. Supplanting refers to using these funds to replace funds normally available and currently received from local or state sources.

## 5. APPLICATION REQUIREMENTS

### 5.1 Proposal Submission:

All circuit courts desiring to apply for funding for costs associated with creation and implementation of programs as identified herein must submit a complete proposal incorporating the items identified in the following section.

5.1.1 Courts may submit more than one application and may be awarded funds for more than one program.

5.1.2 Proposals must be signed by the Family Court Judge. If there is no Family Court Judge, the Presiding Judge must sign the proposal. Proposals may be e-mailed to [osca.contracts@courts.mo.gov](mailto:osca.contracts@courts.mo.gov), mailed to Office of State Courts Administrator, 2112 Industrial Drive P.O. Box 104480, Attn: Contracts Section, Jefferson City, MO 65110-4480 or may be faxed to Russell Rottmann at 573-522-6152. All proposals must be received no later than 4:00 p.m., Wednesday, February 25, 2015. As long as appropriate signatures are affixed to faxed or e-mailed copies submitted to OSCA, there is no need to send an original copy through regular mail.

### 5.2 Project Proposal:

All applicants must clearly describe the proposed plan to create and implement domestic relations programs. Proposals must include the following:

- a. **Name of the proposed program.**
- b. **Need for the Program:** Explain the particular need for the program and why those needs are not being met through existing materials, programs, services or other resources. **Be specific.**

Example: Report the number of families that could benefit from supervised access programs each week/year. Report what attempts have been made to establish a program and what were the barriers to the program being established.

- c. **Number of people to be served/hours of service provided:** Estimate the number of adults and children that your program will actually serve. Estimate the number of hours of service that will be provided. Justify/show the calculations of how you arrived at those figures.
- d. **Implementation plan:** Provide a detailed description of work completed in preparation for implementation of the proposed project. Provide a timeline and a description for how your circuit will implement the proposed project. Describe in detail the services to be performed in achieving the project objectives and the approach to be used for providing each service and assuring utilization of the services. For contractual services, clearly describe the proposed assistance, with the names and qualifications of the outside source and the nature of the services to be contracted.
- e. **Project Goals and Objectives:** A clear, concise statement of what the proposed project is intended to accomplish, including a listing of project goals with measurable outcomes.

Example: One goal for a waiting area for children might be to increase the affordability of accessing the court. A measurable objective could be the amount of childcare dollars saved by parents who used the child waiting area.

- f. **Sustainability:** Explain how the program will continue once this funding ends.

Example: Children’s waiting area – Once the area is created, minimal funding will be necessary. Toys will be donated by the XX youth service group. Court-employed cleaning and maintenance personnel will take care of every day cleaning and maintenance.

**5.3 Persons Served/Number of Direct Service Hours; Cost Per Person Served and/or Cost Per Hours of Service Provided:**

Identify the total number of persons/families projected to be served and/or total number of direct service hours. Divide the total amount of funds requested by the number of persons served and/or divide the number of hours of service provided by the total amount of funds requested. Show your calculations.

**5.4 Project Funding Breakdown:**

Identify the funding needs in each of the following areas, as applicable, to the program you are creating. Indicate when these items or services are not needed or are covered by other sources. Example: Furniture – none needed, can use existing furniture in the courthouse. Toys for children – Toy store XXX has agreed to donate \$200.00 worth of age appropriate toys. Identify why the item/service is needed, how it will be used, describe the item/service, cost per item/per hour, where it will be purchased, who will provide the service, how many items/hours are needed and total costs.

**Furniture and Equipment:**

**Resource Materials for Participants and Program Development:**

**Construction:**

**Contractual services:**

**Administrative Costs and Supplies:**

**Training:**

TOTAL AMOUNT OF FUNDS REQUESTED: \$ \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

24th

day of

February

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding between Boone County and Union Electric Company d/b/a Ameren Missouri.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Memorandum of Understanding.

Done this 24th day of February, 2015.

ATTEST:

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

Daniel K. Atwill  
Presiding Commissioner

Absent

Karen M. Miller  
District I Commissioner

Janet M. Thompson  
District II Commissioner

## **MEMORANDUM OF UNDERSTANDING**

Between

Union Electric Company d/b/a Ameren Missouri ("Ameren")

And

Boone County, Missouri ("County")

Together herein both will be referred to as "Parties".

### **RECITALS**

One of the primary lessons learned from the accident at Fukushima Dai-ichi was the significance of the challenge presented by a loss of safety-related systems following the occurrence of a beyond-design-basis external event. In order to address these challenges, The Nuclear Regulatory Commission ("NRC") has required Ameren to develop a plan ("the FLEX PLAN") to mitigate the effects of a beyond-design-basis external event.

As part of the FLEX PLAN, Ameren has contracted with certain vendors to maintain supplemental equipment in remote locations across the United States that may require transport to the Callaway Energy Center ("the Plant") to enhance emergency response. Ameren has identified specific staging area(s) that will receive and stage equipment to the Plant.

In preparation of moving emergency equipment, Ameren will coordinate with the County for the purposes of:

- Law enforcement escort, to the designated offsite staging area(s), and to the Plant;
- Security, if necessary, at the designated staging area(s);
- Assistance from State agencies;
- Information and access for transporting vehicles that may include snow removal, ice mitigation, debris removal or any other activities that are designed to provide full access to roads or waterways; AND
- Understanding the Plant's Emergency Plans (FLEX) for a large natural disaster the goes beyond-design-basis.

### **AGREEMENT**

This Memorandum of Understanding ("MOU") is to record the relationship and understanding between the Parties with particular regard for planning, response and assistance with respect to a potential large scale "beyond design basis accident" (tornado strike, flooding, earthquake, etc.) at The Plant.

In order to fulfill the above described goals, the County agrees to take all reasonable efforts to assist Ameren in implementing the FLEX PLAN, including but not limited to:

- Coordinate with all necessary State agencies, including the State Emergency Management Agency ("SEMA")
- Clear roads going from the offsite staging area to the Plant
- Participate in periodic drills and exercises of the FLEX PLAN
- Provide law enforcement support, as needed
- Understand the objectives of the FLEX PLAN and the County's role set forth therein

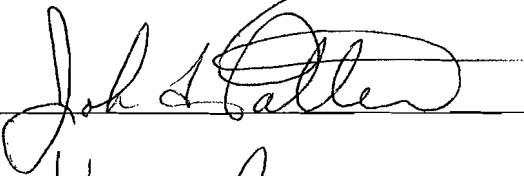
Nothing expressed or implied in this MOU shall relieve the County of legal responsibilities under laws of Missouri, Federal Emergency Management Agency ("FEMA") or other Federal regulatory bodies.


The Parties agree that no Party shall be liable to the other Party for any damages in connection with a breach or alleged breach of this Agreement.

This MOU, by signature of both Parties conveys knowledge and understanding of the FLEX PLAN. This MOU shall become effective on February \_\_, 2015 and it shall remain in effect until mutually revoked by in writing by the parties. This MOU may be modified upon mutual written consent of the Parties.

Union Electric Company d/b/a Ameren Missouri

Boone County, Missouri

  
\_\_\_\_\_

  
\_\_\_\_\_

John T. PATTERSON (PRINT Name)

Daniel K. Atwell (PRINT Name)

DIRECTOR (PRINT Title)

Residing Commissioner (PRINT Title)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

24th

day of February

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Member Agency Agreement between Boone County Emergency Management and the State of Missouri Department of Public Safety, MOSWIN System Administration.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Member Agency Agreement.

Done this 24th day of February, 2015.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Absent*

Karen M. Miller  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER

**Policy Title: Member Agency Agreement**

Version: 2.1

Issued: August 2012

Revised: November 2013

This Member Agency Agreement ("Agreement") is entered into by and between the State of Missouri Department of Public Safety, MOSWIN System Administration, (the "Department"), and Boone County, MO, (the "Member Agency") acting by and through its authorizing agent and/or governing body.

**RECITALS:**

The State owns and operates the Missouri Statewide Interoperable Network ("MOSWIN"), a digital Project 25 trunked radio network licensed by the Federal Communications Commission (the "FCC") that provides statewide interoperable mobile radio coverage for public safety agencies; and

The Member Agency desires to obtain access to MOSWIN in order to communicate among various public safety units. NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**Section 1: Duties and Responsibilities of Member Agency**

- 1.1.1 Point of Contact - The Member Agency shall provide point of contact information as requested by the MOSWIN system administration to enable timely communication. The MOSWIN System Administration will use this information to notify the Member Agency of anticipated system outages, upgrades, and other anticipated system issues that will impact the Member Agency's radio transmissions. It is the Member Agency's responsibility to inform Member Agency personnel who are issued radio units for use on MOSWIN of any issues impacting the Member Agency's radio transmissions.
- 1.1.2 Authorized Member Agencies - Use of the radio system is limited to Member Agency's public safety personnel and any other personnel specifically authorized by the MOSWIN System Administration.
- 1.1.3 Member Agency Radios - The Member Agency assumes all financial and legal responsibility for providing radio units to Member Agency personnel for proper operation on MOSWIN, including any ongoing maintenance or upgrades associated with the radio units. This provision does not affect the Member Agency's ability to pursue and obtain third-party funding for radio units or funding through grant programs administered within the Department.
- 1.1.4 Member Agency Radio Information - The Member Agency shall submit to the MOSWIN system Administration point of contact (MOSWIN POC)(identified below) a list of identification numbers for all Member Agency radios that will operate on the MOSWIN. Member Agency shall notify the MOSWIN POC if there is any change to its radio inventory, including but not limited to notification that a radio has been lost or stolen.
- 1.1.5 Member Agency Talkgroups - Member Agency shall work with the MOSWIN System Administration POC to develop the appropriate talk groups necessary to achieve the Member Agency's mission.
- 1.1.6 Conformance with MOSWIN Standards and Policies - The Member Agency is subject to and shall follow all applicable standards, policies, procedures, and protocols established or amended for the use of MOSWIN. MOSWIN will provide a copy of current standards, policies, procedures and protocol upon execution of this Agreement. The Member Agency is required to enforce those same standards, policies, procedures, and protocols among Member Agency personnel who are issued radios for operation on MOSWIN.
- 1.1.7 Conformance with State and Federal Laws and Regulations - The Member Agency is subject to all applicable state and federal rules, regulation, and laws pertaining to the use of MOSWIN including, but not limit to, the Communications Act (47 U.S.C. 151) and all applicable Federal Communications Commission Rules and Regulations.
- 1.1.8 Conformance with Interoperable Communications Practices - The Member Agency shall comply with standard National Incident Management System (NIMS) radio procedures when engaged in interoperable communications and any applicable communications plan within the Missouri State Emergency Plan.
- 1.1.9 Radio Operator Training - The Member Agency shall require that any Member Agency personnel operating on MOSWIN attend Member Agency training related to operation on the MOSWIN system. Training shall be obtained by Member Agency personnel prior to communicating on the system and shall include proper radio usage, operation on the MOSWIN trunked system, emergency procedures, and interoperability protocols and standards.
- 1.2 System Key Files and Encryption Keys - All system key files and encryption keys are considered confidential security information and





MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER

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Revised: November 2013

closed pursuant to Sections 610.021(18) and (19), RSMo. Unless specifically authorized by MOSWIN System Administration in writing for each individual radio, the Member Agency is not permitted to directly or indirectly permit any third person to view, read, print, extract, copy, transmit, archive, edit, create, loan, transfer, release, tamper with, reverse engineer or otherwise compromise the security of any network key file or encryption key files for any radio with access to MOSWIN. In the event that the Member Agency learns that any person has improperly or fraudulently obtained a system key file or encryption key file, the Member Agency is required to immediately notify MOSWIN system administration.

- 1.3 Dispatch Recording - If Member Agency desires to record and/or maintain radio transmissions or dispatch logs, Member Agency is responsible for obtaining any necessary equipment and any costs associated with such equipment.
- 1.4 The emergency button on MOSWIN member agency radios or consoles should only be used in case of imminent personal danger. Emergencies should only be cleared by the agency whose personnel declared the emergency, unless they have a written agreement in place for another agency to acknowledge and clear their emergency activations.

### **Section 2: Duties and Responsibilities of Department**

- 2.1 Allocation of System Resources - Department will provide Member Agency with continuous system availability to MOSWIN. The Member Agency acknowledges that MOSWIN is designed to provide mobile coverage throughout 95% of each county. Any cost associated with providing desired portable coverage is the sole responsibility and expense of the Member Agency.
- 2.2 Member Agency Talkgroups - The Department will work with Member Agency to develop the appropriate talk groups necessary to forward the Member Agency's mission without negatively impacting the MOSWIN radio system. The MOSWIN System Administration may periodically monitor talkgroups allocated to the Member Agency for the Member Agency's internal use for system management purposes including, but not limited to, maintenance, troubleshooting, system performance assessments, unusual traffic patterns, policies and procedure compliance audits. The MOSWIN System Administration may monitor the Member Agency's talkgroups at any time, for any duration, without notice, and subject to recording.
- 2.3 Support - The Department will provide continuous access to live help via the MOSWIN network operations center to assist with any technical or operational issues.
- 2.4 Radio De-Activation - In the absence of exigent circumstances, the Department will provide notification to Member Agency prior to terminating MOSWIN access for any individual radios.
- 2.5 FCC Licenses - The Department shall hold and administer all FCC licenses associated with the MOSWIN network.

### **Section 3: Term and Cancellation**

- 3.1 Term of Agreement - This Agreement shall be in effect as of the latest date on which all parties have signed the Agreement, and will continue in force until terminated by either party.
- 3.2 Termination - Any party may terminate this Agreement upon giving thirty (30) days prior written notice of termination to the other party.

### **Section 4: Merger and Modification**

- 4.1 Entire Agreement - The parties understand and agree that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 4.2 Amendments to Agreement - Any alternation, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been transcribed in writing as an amendment to this Agreement signed by the parties hereto.

### **Section 5: Miscellaneous Provisions**

- 5.1 Liability - Each party will be solely liable for its own acts and omissions, and the results thereof, to the extent authorized by law.



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER

**Policy Title: Member Agency Agreement**

Version: 2.1

Issued: August 2012

Revised: November 2013

- 5.2 Applicable Laws - This Agreement is governed by and construed according to the laws of the State of Missouri. The Member Agency is subject to the same Federal laws that govern the Department's operation of a digital Project 25 trunked radio network licensed by the Federal Communication Commission (FCC) which includes, but is not limited to the Communications Act (47 U.S.C. 151) and all applicable FCC Rules and Regulations.
- 5.3 Authorized Signatories - This Agreement shall become binding and effective only after it has been approved by the authorizing official for the Department and the governing body or authorized official for the Member Agency, as evidenced by the signature of the appropriate authority.
- 5.4 This agreement does not supersede any written agreements entered into between local or zone users to the extent those agreements do not conflict with MOSWIN operations, policies, and requirements.

DEPARTMENT OF PUBLIC SAFETY

ADDRESS: 2413 East McCarty Street  
Jefferson City, MO 65101

SIGNATURE: 

PRINTED NAME: Bryan A. Courtney

TITLE: Director, MOSWIN

DATE: 2/25/2015

MEMBER AGENCY

ADDRESS: 801 E. WALNUT  
COLUMBIA, MO 65201

SIGNATURE: 

PRINTED NAME: DANIEL K. ATWILL

TITLE: PRESIDING COMMISSIONER

DATE: 2-26-15

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

24th

day of

February

20 15

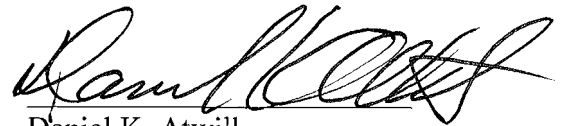
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Courthouse Plaza by the Columbia Track Club for March 14, 2015 from 6:30 a.m. to 11:00 a.m.

Done this 24th day of February, 2015.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner

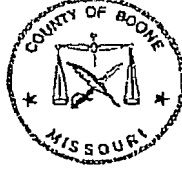
Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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



Roger B. Wilson  
 Boone County Government Center  
 801 East Walnut, Room 333  
 Columbia, MO 65201-7732  
 573-886-4305 • FAX 573-886-4311

## Boone County Commission

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Columbia Track Club

Address: P.O. Box 1872

City: Columbia State: MO ZIP Code 65205

Phone: 573-291-4391 Website: www.columbiatrackclub.com

Individual Requesting Use: Beth Luebbering

Position in Organization: President

Address: 1722 N Chapman Lane

City: Columbia State: MO ZIP Code 65202

Phone: 573-291-4391 Email: bluebberingrun@gmail.com or bal2run@hotmail.com

Event: St Patrick's Day 5K

Description of Use (ex. Concert, speaker, 5K): 5K

Date(s) of Use: March 14, 2015

Start Time of Setup: 6:30 am AM/PM

Start Time of Event: 8:00 am AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 10:00 am AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 11:00 am AM/PM

Emergency Contact During Event: Beth Luebbering Phone: 573-291-4391

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: \_\_\_\_\_

emails, fliers, radio (KFRU)

How many attendees (including volunteers) do you anticipate being at your event? 400  
 If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

We are hiring 2 off duty police officers to help navigate traffic at intersections during the race.

If medical attention is needed for any participant or volunteer we plan to use Boone Hospital for medical needs.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ # minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be selling food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be selling alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_  
\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Columbia Track Club/President Beth Luebbering

Address: P.O. Box 1872 Columbia MO 65205

Phone Number: 573-291-4391 Date of Application: 2/19/15

Email Address: bluebberingrun@gmail.com

Signature: Beth Luebbering

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

**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

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

ATTEST:

Wendy S. Noren  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 2-24-15

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20<sup>15</sup>

In the County Commission of said county, on the 24th day of February 20<sup>15</sup>

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Toastmasters for April 2, 2015 from 6:15 p.m. to 9:15 p.m.

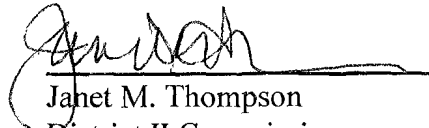
Done this 24th day of February, 2015.



Daniel K. Atwill  
Presiding Commissioner

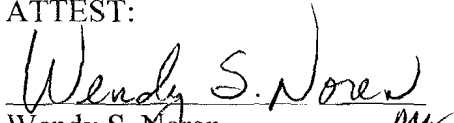
Absent

Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 FAX 573-886-4311

## Boone County Commission

### APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Toastmasters

Address: 606 Longfellow Lane

City: Columbia State: MO ZIP Code 65203

Phone: (573) 529-9069 Website: 4492.toastmastersclubs.org

Individual Requesting Use: Lorie Kaplan Position in Organization: Area 7 Governor

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

Event: Area 7 Spring Speech Contest

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

Date(s) of Use: April 2, 2015

Start Time of Setup: 6:15 AM/PM AM Start Time of Event: 6:45 AM/PM PM

End Time of Event: 9:00 AM/PM AM End Time of Cleanup: 9:15 AM/PM PM

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

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

Organization Representative/Title: Lorie Kaplan, Area 7 Governor

Phone Number: (573) 529-9069 Date of Application: 2/18/15

Email Address: Lorie.Kaplan@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymmo.org](mailto:commission@boonecountymmo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

\_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

BOONE COUNTY, MISSOURI

  
\_\_\_\_\_  
County Commissioner