

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of

October

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 utilization of the State of Missouri Cooperative Contract C314060004 – Written Language Translation Services with Catholic Family Service, Inc. d/b/a Language Access Metro Project.

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

Done this 5th day of October, 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

465-2015

Boone County Purchasing

Jacob M. Garrett
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett
DATE: September 28, 2015
RE: Cooperative Contract: C314060004 – Written Language Translation Services

The County of Boone requests permission to utilize the State of Missouri cooperative contract C314060004 - Written Language Translation Services with Catholic Family Service, Inc. d/b/a Language Access Metro Project.

This is a County wide Cooperative State of Missouri contract.

cc: Contract File

**PURCHASE AGREEMENT
FOR
C315144006 – Language Interpreter Services - Verbal**

THIS AGREEMENT dated the 5th day of October 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Language Access Metro Project**, herein “Vendor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Language Interpreter Services-Verbal**, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C315144006, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with 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 State of Missouri Contract C315144006, and Boone County Standard Terms and Conditions shall prevail and control over the vendor’s bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with language interpreter services-verbal, as specified and priced in State of Missouri’s contract C315144006, for Region 10. Specifically:

Region 10- Non specialized Interpreter Services

Line Item #055: \$41.00 per hour between 8:00 am and 5:00 pm, Monday through Friday.

Line Item #056: \$51.00 per hour after 5:00 pm weekdays, on weekends and State Holidays.

Line Item #057: \$0.00 each, Emergency Fee for less than 24 hour notice.

Region 10-Specialized Interpreter Services

Line Item #058: \$41.00 per hour between 8:00 am and 5:00 pm, Monday through Friday.

Line Item #059: \$51.00 per hour after 5:00 pm weekdays, on weekends and State Holidays.

Line Item #060: \$15.00 each, Emergency Fee for less than 24 hour notice.

3. **Contract Term** - This agreement shall commence on **the date written above and extend through June 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) additional 12-month period** subject to the pricing clauses in the Contractor’s bid response.

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

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

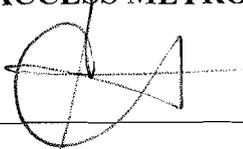
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

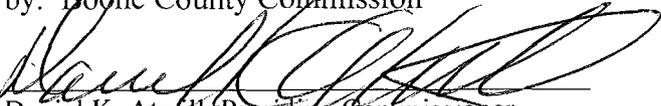
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

LANGUAGE ACCESS METRO PROJECT

BOONE COUNTY, MISSOURI

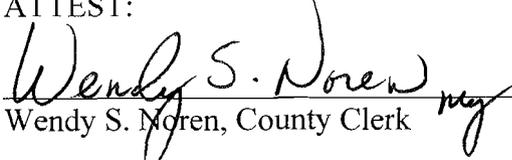
by 
title EXECUTIVE DIRECTOR

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


County Counselor


Wendy S. Noren, County Clerk

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 this contract do not create a measurable county obligation at this time.)

	by 	09/25/2015	Term and Supply
Signature		Date	Appropriation Account

STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **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.
17. **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.

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

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

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

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

Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

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

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

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

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*.

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



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

NOTIFICATION OF STATEWIDE CONTRACT

July 1, 2015

CONTRACT TITLE: Verbal Language Interpretation Services

CURRENT CONTRACT PERIOD:	July 1, 2015 through June 30, 2016	
RENEWAL INFORMATION:	Original Contract Period:	July 1, 2015 through June 30, 2016
	Renewal Options Available:	2
	Potential Final Expiration:	June 30, 2018
BUYER INFORMATION:	Jacqueline Satterlee (573) 751-4925 Email: Jacqueline.satterlee@oa.mo.gov	

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

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority should not be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://oa.mo.gov/purchasing-materials-management>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C315144001	4631227570 0	5T Language LLC 5201 N Pennsylvania Ave Kansas City MO 64118-4312 Contact: Anthony Winn Phone: (816) 256-8176 or (816) 682-4009 Fax: (816) 256-8476 Email: info@5tlanguage.com	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C315144002	4522209580 0	All Access Interpreters LLC PO Box 191186 Saint Louis MO 63119-7186 Contact: Nicole Lopresti Phone: (314) 259-1010 Fax: (314) 259-1844 Email: nlopresti@aai-vri.com	Yes	Yes
C315144003	5421270690 0	Reliable Interpreters and Translators PO Box 680714 Orlando FL 32868-0714 Contact: Ernst Thervil Phone: (321) 231-1154 Fax: (888) 374-0301 Email: reliableinterpreters@gmail.com	No	Yes
C315144004	2635396880 0	Faiths LLC 1609 Shady Ct Jefferson City MO 65109 Contact: Maria Capeda Phone: (573) 291-2603 Email: mariareliv@gmail.com	Yes	Yes
C315144005	4314247470 1	Contreras Enterprises 3825 Candlelight Dr Apt D Jefferson City MO 65109 Contact: Alfred J. Contreras Phone: (573) 230-1360 Email: seachele5@mchsi.com	No	No
C315144006	4313385110 6	Language Access Metro Project 8050 Watson Rd Ste 340 Saint Louis MO 63119-5387 Contact: Edurado Vera Phone: (314) 842-0062 or (314) 364-5404 Fax: (314) 842-1303 Email: evera@ccstl.org	No	Yes
C315144007	4306526400 1	International Institute of Metropolitan St Louis 3401 Arsenal St Saint Louis MO 63118-2001 Contact: Anna Crosslin Phone: (314) 773-9090, ext. 152 or 151 or (314) 962-7770 Fax: (341) 773-6047 Email: crosslina@iistl.org	No	Yes
C315144008	2085427180 0	Global Village Language Center 8428 Delmar Blvd Saint Louis MO 63124-2109 Contact: Sarah Disney Phone: 314-989-9112 Fax: 314-989-9120 Email: sarahdisney@globalvillagelanguagecenter.com	Yes	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C315144009	2059056410 0	Interpreters Unlimited 11199 Sorrento Villy Rd Ste 203 PO Box 27660 San Diego CA 92198 Contact: Shamus Sayed Phone: (800) 726-9891 Fax: (800) 726-9822 Email: bids@ingroup.com	No	Yes
C315144010	5623768770 0	Bi-Lingual International Assistant Services 1329 Macklind Ave Ste 100 Saint Louis MO 63110 Contact: Jason Baker Phone: 314-645-7800 x 210 Fax: 314-645-7602 Email: jason.baker@bilingualstl.org	No	Yes
C315144011	4312969150 0	International Language Center 1416 S Big Ben Blvd Saint Louis MO 63117 Contact: Dede Brunetti Phone: 314-647-8888 x 205 Fax: 314-647-8889 Email: dede.brunetti@ilcworldwide.com	No	Yes

STATEWIDE CONTRACT HISTORY

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

Contract Period	Issue Date	Summary of Changes
07/01/15 – 06/30/16	07/01/15	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES FOR VERBAL LANGUAGE INTERPRETATION SERVICES

1. The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the written driver examination). The contractor shall agree and understand that the state agency or the individual may be responsible for payment as requested by the state agency.

1.1 In the event the individual is responsible for payment, the contractor shall agree and understand that the contractor shall charge the individual the applicable firm, fixed prices stated on the Pricing Page. The contractor shall agree and understand that the State of Missouri shall not assume responsibility for any costs associated when the individual is responsible for payment.

2. Pursuant to paragraph 2.2.1 herein, the state agency shall contact the lowest priced contractor including the consideration of preferences. Refer to paragraph 2.2.1 for instructions on determination of the lowest priced contractor.

2.1 None of the contractors were awarded preference points.

3. Method to contact contractor to obtain services:

C315144001	5T Language LLC	Phone or Email
C315144002	All Access Interpreters LLC	Phone
C315144003	Reliable Interpreters and Translators	Phone or After Hour Answering Service
C315144004	Faiths LLC	Phone
C315144005	Contreras Enterprises	Phone or Email
C315144006	Language Access Metro Project	Phone or After Hour Answering Service
C315144007	International Institute of Metropolitan St Louis	Phone or After Hour Answering Service
C315144008	Global Village Language Center	Phone
C315144009	Interpreters Unlimited	Phone or Online Order
C315144010	Bi-Lingual International Assistant Services	Phone, Email, or After Hour Alert System
C315144011	International Language Center	Phone

**Region 10 – Boone, Carroll, Chariton, Cooper, Howard, Moniteau, Morgan, Pettis, Randolph,
Saline**

		Non-Specialized Interpreter Services			Specialized Interpreter Services		
Contractor	Contract Number	Price 8:00 am-5:00 pm Mon-Fri	After 5:00 pm Weekdays, Weekends, & State Holidays	Emergency Fee less than 24 hour notice	Price 8:00 am-5:00 pm Mon-Fri	After 5:00 pm Weekdays, Weekends, & State Holidays	Emergency Fee less than 24 hour notice
		<i>(Line Item 055)</i>	<i>(Line Item 056)</i>	<i>(Line Item 057)</i>	<i>(Line Item 058)</i>	<i>(Line Item 059)</i>	<i>(Line Item 060)</i>
5T Language, LLC	C315144001	\$55.00/hr	\$65.00/hr	\$60.00/ea	\$55.00/hr	\$65.00/hr	\$60.00/ea
Faiths, LLC	C315144004	\$38.00/hr	\$45.00/hr	\$50.00/ea	\$45.00/hr	\$55.00/hr	\$60.00/ea
Contreras Enterprise	C315144005	\$45.00/hr	\$45.00/hr	\$50.00/ea	\$45.00/hr	\$45.00/hr	\$50.00/ea
Language Access Metro Project	C315144006	\$41.00/hr	\$51.00/hr	\$0.00/ea	\$41.00/hr	\$51.00/hr	\$15.00/ea
Global Village	C315144008	\$40.00/hr	\$42.00/hr	\$20.00/ea	\$44.00/hr	\$46.00/hr	\$20.00/ea
Interpreters Unlimited	C315144009	\$69.00/hr	\$75.00/hr	\$79.00/ea	\$79.00/hr	\$85.00/hr	\$89.00/ea
Bi-Lingual International Assistant Services	C315144010	\$40.00/hr	\$50.00/hr	\$5.00/ea	\$50.00/hr	\$60.00/hr	\$10.00/ea
International Language Center	C315144011	\$47.00/hr	\$47.00/hr	\$20.00/ea	\$60.00/hr	\$60.00/hr	\$20.00/ea

Travel Time Outside Proposed Region(s): (Line Item 145)

5T Language, LLC	C315144001	\$30.00/hr
All Access Interpreters, LLC	C315144002	\$40.00/hr
Reliable Interpreters & Translators	C315144003	\$0.56/mile
Contreras Enterprise	C315144005	\$75.00/hr
Language Access Metro Project	C315144006	\$18.00/hr
Global Village	C315144008	\$55.00/hr
Interpreters Unlimited	C315144009	\$85.00/hr
Bi-Lingual International Assistant Services	C315144010	\$18.00/hr

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide verbal language interpretation services for the State of Missouri for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein.

- a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- b. For the purposes of this document, verbal interpreting shall be the translation of English spoken or written concepts (e.g. forms) to the state agency requested language or the translation of the state agency requested language to English spoken or written concepts. Said interpreting shall be accomplished face-to-face in person, not over the telephone.
- c. The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the contractor” throughout this document shall also be deemed to include the person/personnel provided by the contractor.

2.1.2 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

2.1.3 Cooperative Procurement Program - If the contractor has indicated agreement on the Exhibit B (and as indicated on the Notification of Statewide Notice) with participation in the Cooperative Procurement Program, the contractor shall provide verbal language interpretation services herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Assignment of Verbal Interpretation Services:

2.2.1 Upon determination of the need for verbal language interpretation services, the state agency will contact the lowest priced contractor, including consideration of preferences. The state agency will provide the contractor with as much prior notice of the verbal language interpretation services as possible.

- a. The state agency shall determine the lowest priced contractor, including consideration of preferences, as specified below:

- 1) The state agency shall determine the lowest priced contractor by determining each contractor's total cost based upon the anticipated number of hours and, if applicable the emergency fee of verbal language interpretation services required and the prices quoted on the Pricing Page. Upon determination of each contractor's total cost, cost points shall be computed from the results of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 200 = \text{Cost evaluation points}$$

- 2) For those contractors awarded bonus preference points during the evaluation of RFP B3Z15144, such bonus preference points shall be added to the contractor's cost evaluation points. Contractors that proposed to include products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo were awarded ten (10) bonus preference points during the evaluation of RFP B3Z15144. Additionally, contractors that qualify as Missouri service-disabled veteran business enterprise were awarded the three (3) bonus preference points during the evaluation of RFP B3Z15144.
- 3) The contractor with the most points after totaling the cost evaluation points and preference points will be considered the lowest priced contractor, including consideration of preferences.

2.3 Specific Interpretation Requirements:

- 2.3.1 The contractor's interpreter must be competent in the state agency requested language. The contractor's interpreter must possess sufficient education, training, and experience to proficiently interpret verbal communication from English to the state agency requested language and/or the state agency requested language to English. The contractor agrees that the demonstrated proficiency of the interpreter shall be to the sole satisfaction of the state agency and also agrees to replace any interpreter that does not demonstrate satisfactory proficiency.
- 2.3.2 If requested by the state agency, the contractor's interpreter must be a licensed certified verbal language interpreter.
- 2.3.3 If required by the state agency, the contractor shall provide resumes with references for interpreter(s) available for use by the state agency. The contractor shall not be required to submit more than six (6) such resumes. The state agency reserves the right to conduct interviews with any interpreters identified as being available for interpreting services.
- 2.3.4 Security Clearance/Pre-Assignment Screening - Prior to the assignment of an interpreter and if requested by the state agency, the contractor shall conduct the state agency requested security clearance/pre-assignment screening(s):
 - a. Security Clearance - The contractor shall request and receive the security clearance information from the Missouri State Highway Patrol for each interpreter. By no later than five (5) calendar days after state agency notification, the contractor shall provide the state agency with a completed Security Clearance Authorization (Attachment 2) individually signed by the contractor and the anticipated personnel who shall be providing service. The contractor shall be responsible for the costs associated with conducting the security clearance.

- 1) Upon request by the state agency, the contractor shall submit a copy of the security clearance information to the state agency.
- 2) Upon request by the state agency, the contractor shall supply the state agency with the full name, date of birth, and social security number for each interpreter providing services for that state agency.

b. Pre-Assignment Screenings -

- 1) Urine Sample Drug Screen - The contractor shall understand and agree that the urine sample drug screen shall be performed at a location designated by the state agency. Other than time and travel costs associated with the urine sample drug screening, the state agency will be responsible for the costs associated with the pre-assignment screenings.
- 2) Criminal Records Check - Criminal records check via fingerprint review and analysis by the Missouri Highway Patrol and, if a resident, student, or current or past employee in another state, a criminal records review will be performed by the Federal Bureau of Investigation. The state agency shall schedule the fingerprinting. Other than time and travel costs associated with the criminal records check, the state agency will be responsible for the records check costs.
- 3) Abuse/neglect report – Time and travel costs associated with the abuse/neglect report shall be the responsibility of the contractor.
 - Abuse/neglect report check by the Family Care Safety Registry Background Investigation. The state agency will complete all forms necessary for the background check.
 - Abuse/neglect report check from the Department of Health and Senior Services, Employment Disqualification List. The state agency will complete all forms necessary for the background check.
- 4) Employee Disqualification Registry - Review of the Department of Mental Health, Employee Disqualification Registry, in which check forms will be completed by the state agency. Time and travel costs associated with the employee disqualification registry shall be the responsibility of the contractor

2.3.5 Based on reviews of resume information, interviews, security clearance/pre-assignment screening information, and/or prior experience with a specific interpreter, the state agency reserves the right to determine any interpreter as unacceptable and reject any or all of the interpreters selected by the contractor as unacceptable. The state agency should provide the contractor with justification for such rejection, however, the decision by the state agency regarding use of such interpreter shall be final and without recourse.

2.3.6 In the event a conflict and/or problem occurs with any interpreter(s) provided by the contractor, the state agency should notify the contractor.

2.4 Specialized Interpreter Services:

2.4.1 If requested by the state agency, the contractor shall provide specialized interpreter services. The contractor shall understand and agree that the specific requirements of performing specialized interpretation services shall be identified by the state agency at the time of the request for service.

- a. For example, the contractor may be assisting state agency personnel in the admission of a client to a psychiatric hospital. The contractor would have to interpret between the client and the client's doctor. The client(s) may be adult(s), child(ren), or adolescent(s). The specifics shall be identified by the using state agency at the time the contractor's services are requested.
- b. For the purposes of the contract, the term specialized shall include, but not be limited to, interpreting medical concepts/language, mental health therapy, mental health testing and evaluation, mental health topics in therapeutic situations, legal topics/concepts that focus on a client's incarcerations, capacity, etc., and highly technical concepts such as data processing terms.
 - 1) Interpreting assignments that are not involved in helping to determine a client's mental or legal status shall not be termed specialized unless the state agency chooses to term the assignment as specialized.
 - 2) Training sessions, similarly, shall not be termed specialized even if the training is for mental health consumers or employees. The determination of when a needed interpreter services is considered "specialized" shall be mutually agreed upon by the contractor and the state agency. In the event of a dispute, the determination of the state agency shall be final.

2.5 Scheduling Requirements:

- 2.5.1 The contractor shall provide interpreter services at any time 24 hours a day, seven days a week, at a place designated by the state agency.
 - a. The contractor must be available in the manner (beeper service, phone voice or message service, etc.) specified on Exhibit B for a state agency to contact the contractor for interpreter services at any time 24 hours a day, seven days a week.
- 2.5.2 In the event multiple contracts exist for a particular language and location, except as otherwise stated herein, the state agency shall contact the lowest priced contractor. However, in the event the state agency requires interpreter services for an individual, the state agency shall take the individual's perspective into consideration when selecting the contractor to contact for interpreter services.
 - a. If applicable, the state agency shall inform the contractor of possible dangerous situations, including the behavior of the client. The state agency shall take every possible measure to ensure the safety of the contractor. However, the contractor may refuse to provide services for such situations with no negative reflection on contractual performance. The state does not purport to identify every possible instance of a dangerous situation.
 - b. Upon contact by the state agency, the contractor shall review the anticipated needs of the state agency and, except when services are needed within the next twenty-four (24) hours (hereinafter referred to as emergency services), the contractor shall advise the state agency within twenty-four (24) hours after the state agency's contact if the required interpreter services can be provided by the contractor within the time frame and at the location required by the state agency.
 - 1) For emergency services, the contractor must advise the state agency immediately if the contractor can meet the state agency's needs in regard to interpreter services. For emergency services, if the contractor does not contact the state agency within a reasonable time frame (as determined by the state agency on a case by case basis), the contractor

shall agree and understand that the state agency shall have the right to contact the next lowest priced contractor to obtain the needed services.

- c. In the event the lowest priced contractor is unable to provide the required services due to unavailability of a qualified interpreter, the determination by the state agency of an unacceptable interpreter, or in the event that the contractor does not respond regarding the availability of interpreters within the required time frame, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

2.5.3 The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the written driver examination). The contractor shall agree and understand that the state agency or the individual may be responsible for payment as requested by the state agency.

- a. In the event the individual is responsible for payment, the contractor shall agree and understand that the contractor shall charge the individual the applicable firm, fixed prices stated on the Pricing Page. The contractor shall agree and understand that the State of Missouri shall not assume responsibility for any costs associated when the individual is responsible for payment.

2.5.4 The contractor shall not assign an interpreter to provide services in excess of forty (40) hours per week for an individual state agency unless requested or approved by the state agency. For purposes of the contract, a week shall begin on a Sunday and end on the following Saturday.

2.5.5 The contractor shall coordinate all interpreter service assignments with the specific state agency requesting interpreter services.

2.5.6 Each time the contractor's services are needed, the state agency shall attempt to utilize the interpreter provided for a minimum of two (2) continuous hours.

2.5.7 In the event a scheduled interpreter is unable to keep an appointment or in the event that a competent interpreter is no longer available, the contractor shall notify the requesting state agency a minimum of twenty-four (24) hours in advance. The contractor shall provide a substitute interpreter with credentials and specialized skills equal to the originally scheduled interpreter. The contractor shall not be paid additional charges or fees for providing a substitute interpreter.

- a. In the event the contractor is unable to provide a substitute for reasons beyond the contractor's control, the contractor must notify the requesting state agency of the contractor's inability to perform the requested service.
- b. Notifying the state agency a minimum of twenty-four (24) hours in advance shall relieve the contractor from providing a substitute for only that particular interpreting assignment.

2.5.8 In the event the contractor is unable to perform services on a consistent basis as determined by the State of Missouri, the contractor may be in breach and appropriate action may be pursued by the State of Missouri.

2.5.9 The state agency shall attempt to give at least twenty-four hours notice to the contractor of a cancellation of services previously requested.

2.6 Invoicing and Payment Requirements:

2.6.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.6.2 Invoicing –

- a. Upon completion of the specific interpreting assignment, and in the event the individual is not responsible for payment, the contractor shall invoice the state agency which has received the service. The invoice must state the name(s) of the interpreter providing service, the language interpreted, and the number of hours of service provided by each interpreter.

2.6.3 Payments -

- a. Unless otherwise stated herein, the contractor shall be paid the applicable prices for services actually provided according to the prices stated on the Pricing Page.
- b. The contractor shall be paid on an hourly basis by the state agency requesting interpreter services and for which services have been provided. The hourly price shall begin at the scheduled time of the interpreting assignment as requested and authorized by the state agency (provided the interpreter is present at the scheduled time), and shall be prorated to the quarter hour to correspond to the actual time of delivered service. The applicable hourly price chargeable shall be based on the time for the assignment of service.
- c. In the event the contractor provides interpreter services within twenty-four hours of the state agency's request, the contractor shall be entitled to the emergency fee stated on the Pricing Page, in addition to the hourly price for service. The emergency fee shall be a one-time charge and shall be assessed only for the specific work assignment to which it applies.
- d. In the event the contractor's services are required for less than two hours for attending any scheduled interpreting assignment as requested and authorized by a state agency or in the event an assignment is cancelled by the state agency without at least twenty-four hours notice of the cancellation, the contractor shall be paid for two hours of service.
- e. The contractor shall not be paid for the time allotted for the interpreter's lunch break, or other extended official dismissal.
- f. In the event of a dispute regarding hours invoiced occurs, the state agency shall determine the appropriate invoicing amount (hours to be invoiced). The contractor shall agree and understand that the state agency's determination shall be final and without recourse.

- 2.6.4 In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:
- a. If eight hours or less service are requested and provided, the contractor shall be paid for the amount of service requested.
 - b. If more than eight hours of service are requested but eight hours or less are provided, the contractor shall be paid for eight hours.
 - c. If more than eight hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- 2.6.5 In the event the state agency requests interviews prior to selecting an interpreter, the state agency shall pay the contractor for the actual time of the face-to-face, in person interview(s) for each interpreter and, if present, the contractor's management. The contractor's management and the person shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page for non-specialized services.
- 2.6.6 The contractor shall not receive payment for travel time nor reimbursement for travel expenses incurred while providing services within the contractor's awarded region(s).
- 2.6.7 If the contractor provides verbal language interpretation services outside the contractor's awarded region, the contractor shall receive payment in accordance with the firm, fixed prices stated on the pricing page. Travel time shall be paid/reimbursed at the firm, fixed price per hour stated on the pricing page for actual travel time, and be prorated to the half hour.
- 2.6.8 In the event the contractor provides verbal language interpreter services outside the contractor's awarded region(s), the contractor shall be paid/reimbursed as follows:
- a. Travel reimbursement - The contractor shall be reimbursed as specified below for travel expenses incurred within the geographic boundaries of the State of Missouri when required to travel away from the contractor's official domicile in order to fulfill the requirements of the contract. The contractor must obtain the written approval of the state agency prior to incurring any travel expenses. The contractor must provide the state agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.
 - 1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website: <http://oa.mo.gov/accounting/state-employees/travel-portal-information/mileage>.
 - 2) Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://oa.mo.gov/travel-portal> by clicking on CONUS Rates (lodging only) on the left hand side of the page or by clicking on the link for “Per Diem Rates” at the following Internet address: <http://www.gsa.gov>. If contractor's lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.
 - 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem found under the Travel Resources tab at

<http://oa.mo.gov/travel-portal> by clicking on the “State Meals Per Diem Rates and Information” link.

- 4) Other Miscellaneous Travel Expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
 - 5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses.
 - The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.
 - b. Travel time shall be paid/reimbursed at the firm, fixed price per hour stated on the pricing page for actual travel time, and be prorated to the half hour.
 - c. The contractor shall understand that each state agency utilizing the contractor’s services shall be solely responsible for payment for only those services requested by that state agency.
- 2.6.9 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6.10 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 2.6.11 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.6.12 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.6.13 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.
- 2.7 Missouri Statewide Contract Quarterly Administrative Fee:**
- 2.7.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.7.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor’s Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business

day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.7.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.

2.7.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.8 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.8.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.8.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.8.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 3. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City MO 65102
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

2.8.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor.

The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

2.9 Missouri Statewide Contract Quarterly Usage Report:

2.9.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased, including language services were provided.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

2.9.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

- 2.9.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in Attachment 4 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 2.9.4 The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

2.10 Other Contractual Requirements:

- 2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management’s acceptance of the proposal by “notice of award”. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.10.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.10.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 2.10.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all

contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.

- 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.10.9 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.10.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.10.11 Prison Rape Elimination Act (PREA) Requirements:

- a. The contractor's personnel and agents providing service under the contract and within the security perimeter of the Department of Corrections' institution must be at least 18 years of age.
- b. Prior to the provision of service, the Department of Corrections may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the Department of Corrections.
 - 1) The Department of Corrections shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- c. The contractor must obtain written approval from the Department of Corrections' Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- d. The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, Department of Corrections' rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department of Corrections that are applicable, regarding operations and activities in and about all Department of Corrections' property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the Department of Corrections nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department of Corrections' policy and procedures relating to personnel conduct
 - 1) The Department of Corrections has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - 2) If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- e. The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the

contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.10.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.10.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.10.14 Confidentiality:

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.11 **Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

2.11.1 Applicable Laws and Regulations - In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

a. Uniform Administrative Requirements - OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

b. Cost Principles:

- 1) 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
- 2) 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
- 3) 2 CFR 220 Educational Institutions (OMB Circular A-21);
- 4) 48 CFR 31.2 – For-Profit Organizations; and
- 5) 45 CFR 74 Appendix E – Hospitals.

2.11.2 Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other

documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.11.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.11.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 2.11.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.11.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.11.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.11.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.11.9 The contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement:
(<http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>)
- 2.11.10 The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended.
- 2.11.11 The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

2.11.12 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

2.11.13 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

2.12 Business Associate Provisions:

2.12.1 Health Insurance Portability and Accountability Act of 1996, as amended – The contractor shall agree and understand that some of the state agencies that may utilize the contractor’s services are subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. If services are performed for such state agency, the state agency and the contractor are both subject to and must comply with such HIPAA provisions. The contractor constitutes a “Business Associate” of such state agency. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45

CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
- 3) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
- 4) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
- 5) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 6) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
- 7) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 8) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 9) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 10) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 11) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- 12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

- 13) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

2.12.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

- a. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
- b. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- c. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- d. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- e. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- f. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- g. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

- h. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

2.12.3 Obligations and Activities of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - 3) Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - 4) Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or

federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

- 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

2.12.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.
- 2.12.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 2.12.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Verbal Language Interpretation Services - SURVEY
Contracts C315144001 through C315144011

This is a survey to acquire information from the users of the statewide contract for Verbal Language Interpreter Services. Please forward a copy of this survey to anyone in your agency who has used this contact.

Please complete this survey to advise of any comments, suggestions, and/or improvements to the contracts. In addition, complete the survey regarding contractor performance for each contractor your agency has utilized. The Division of Purchasing and Materials Management will use this information to improve the contract and to monitor the contractors' performance.

Did the contract meet your needs? Yes _____ No _____

Please explain:

Please provide any comments, suggestions, and/or improvements that may be made to the contracts below:

Are the contracts easy to understand and use? Yes _____ No _____

If no, please provide suggestions for improvement below:

Verbal Language Interpretation Services - SURVEY
Contracts C315144001 through C315144011

Please complete the following form regarding contract performance for each contractor that your agency has used. For your reference, a contract number listing with respective contract names is on page 3 of the survey.

Contract Number: C315144_ _ _
Contractor Name:

Did the contractor provide services as required by your agency? Yes _____ No _____
Please Explain:

Was the service provided by qualified individuals? Yes _____ No _____
Please explain:

On a scale of 1-10, with ten being the best score, how would you rate the responsiveness of the contractor to state agency inquiries? Score _____
Please explain:

Has your agency encountered any problems with the contractor? Yes _____ No _____
If yes, on a scale of 1-10, how would you rate their ability to resolve the problem? Score _____
Please explain:

On a scale of 1-10, with ten being the best score, how do rate the overall quality of customer service/attitude of the contractor? Score _____
Please explain:

On a scale of 1-10, with ten being the best score, how do rate the overall quality of the services provided by the contractor? Score _____
Please explain:

How would you describe your overall experience with the contractor?

Verbal Language Interpretation Services - SURVEY
Contracts C315144001 through C315144011

Contractor Listing

C315144001	5T Language LLC
C315144002	All Access Interpreters LLC
C315144003	Reliable Interpreters and Translators
C315144004	Faiths, LLC
C315144005	Contreras Enterprises
C315144006	Language Access Metro Project
C315144007	International Institute of Metropolitan St Louis
C315144008	Global Village Language Center
C315144009	Interpreters Unlimited
C315144010	Bi-Lingual International Assistant Services
C315144011	International Language Center

PLEASE RETURN THIS SURVEY TO:

Jacqueline Satterlee, Buyer
Office of Administration
Division of Purchasing & Materials Management
Room 630, Harry S Truman Building
Jefferson City, MO 65101

Phone: 573-751-4925
Fax: 573-526-9816

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of

October

20

15

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

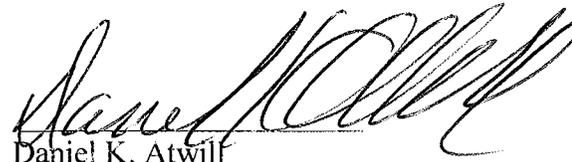
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 74/2014 – Slab Jacking with High Density Polyurethane with Pro Foundation Technology of Raytown, MO.

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

Done this 5th day of October, 2015.

ATTEST:

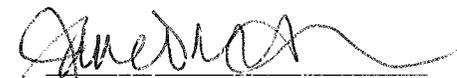
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

466-2015

Boone County Purchasing

Jacob M. Garrett
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett
DATE: September 28, 2015
RE: Cooperative Contract: 74/2014 – Slab Jacking with High-Density Polyurethane

Boone County Resource Management request permission to utilize the City of Columbia cooperative contract 74/2014 - *Slab Jacking with High-Density Polyurethane* with Pro Foundation Technology of Raytown, Missouri.

Contract term is for the period May 1, 2015 – through April 30, 2016 with one additional year per renewal. Professional Service fee is \$6.00 per pound and \$1,000.00 Lump Sum for Mobilization Fee. Invoices will be paid from department 2041 – Infrastructure Preservat/Rehab, account 71100 – Road & Bridge Fund.

CC: Derin Campbell, Chief Engineer of Boone County
Contract File

**PURCHASE AGREEMENT
FOR
SLAB JACKING WITH HIGH-DENSITY POLYURETHANE**

THIS AGREEMENT dated the 5TH day of October 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Pro Foundation Technology**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Slab Jacking with High-Density Polyurethane, the City of Columbia, Missouri cooperative bid and contract number 74/2014, Boone County Insurance requirements, work authorization certification, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office contract file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the City of Columbia, Missouri cooperative bid and Contract 74/2014, and Boone County Standard Terms and Conditions shall prevail and control over Vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to provide at its own expense all labor, materials, and equipment called for in the bid for Slab Jacking with High-Density Polyurethane to County as needed, and to perform all work required in accordance with Bid 74/2014 and per requirements and pricing as set forth in the contract agreement with the City of Columbia, Missouri. Per the City of Columbia, Missouri Agreement with Vendor, Slab Jacking with High-Density Polyurethane shall be provided at \$6.00 per pound and \$1,000.00 Lump Sum Mobilization fee for Central District, in which the County of Boone is located.

After County notifies Contractor of the location of work. Contractor is to provide the duration and dates of any traffic lane closure or restriction, and contractor contact names and telephone numbers. County will prepare and submit a traffic control and routing plan, and will request necessary permits. Request must be made a minimum of three (3) weeks before work is to begin. The County will provide the required traffic control. Traffic control plans for any project in Boone County should be designed to maintain two-way traffic; the Contractor is to take this into account when calculating the duration and dates of lane restrictions.

High-density polyurethane material shall be measured to the nearest pound. The accepted quantity of high-density Polyurethane material will be paid at the contract "per pound" unit price.

3. **Liquidated Damage Requirements**- Vendor agrees and understands that providing the lifting, aligning, and Slab Jacking with High-Density Polyurethane in accordance with the requirements stated in Contract 74/2014 and per this agreement is considered critical to the efficient operations of the County. However, since the amount of actual damages would be difficult to establish in the event the Vendor fails to comply with contractual requirements, Vendor shall agree and understand that the amount of \$500.00 per day for each delinquent day as liquidated damages shall be reasonable and fair under the circumstances. Vendor further agrees and understands that such liquidated damages shall either be deducted from the total amount due the Contractor or paid by the Contractor as a direct payment to Boone County, at the sole discretion of the County. Vendor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.

4. **Contract Duration** – This agreement shall commence on the date of Commission Order written above and extend through April 30, 2016 with an additional one year renewal option and subject to the provisions of termination specified below.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. Invoices must reference Contract 74/2014 and be itemized in accordance with items listed on the purchase order. The County agrees to pay all invoices for completed work within thirty days of receipt of correct invoice and accompanying required affidavits and payroll records. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

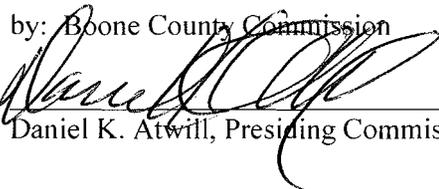
- a. County may terminate this agreement due to material breach of any term or Condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not In conformity with bidding specifications 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.

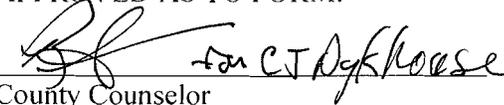
PRO FOUNDATION TECHNOLOGY

By 
Title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

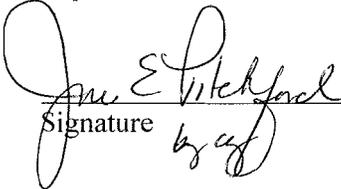
APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

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 this contract do not create a measurable county obligation at this time.)


Signature by

9/2/15
Date

Term & Supply - 2041/7100
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.

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

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

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

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

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

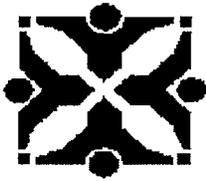
Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage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

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition,

such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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

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



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

4/30/2015

NOTIFICATION OF CONTRACT RENEWAL

**CITY OF COLUMBIA CONTRACT
74/2014**

CONTRACT PERIOD: May 1, 2015 through April 30, 2016

The City of Columbia has renewed the above contract with your firm, with no price increases, for one additional year per your renewal offer dated 4/29/2015. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
74/2014	5/1/15- 4/30/16	2 of 5	21795	Pro Foundation Technology 5525 Raytown Road Raytown, MO 64133 Attn: Maria Duron Phone: 816-358-3300 Fax: 816-358-4933 Email: m.duron@profoundationtech.com

Contract Description: Slab Jacking with High-Density Polyurethane

Items Awarded: Per Agreement

Pricing: High-Density Polyurethane Material, \$6.00 per LB

Mobilization Fee, \$1,000.00 Lump Sum

Term: Net 30 days

Notes from Procurement Officer:

Sincerely,

Michelle Sorensen, Procurement Officer
City of Columbia
(573) 874-6317

CC: Sam Thomas

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

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

Clay

State of Missouri, personally came and appeared Joe Morgan,

Officer, of the Pro Foundation Technology, Inc
(Position) (Company Name)

a (Corporation), (Partnership), (Proprietorship), and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 20 issued by the Industrial Commission of Missouri on the 8 day of March, 2013,

in carrying out the Contract and work in connection with:

#74/2014

located at 5006 & 5007 Chariton Dr, 3907 Buttonwood Dr. in Boone County County, Missouri, and completed on the 28 day of October, 2014.

Joe Morgan
(Signature)

Personally appeared before me, a Notary Public, within and for the County of

Clay

State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 29th day of April, 2015.

My Commission expires March 8, 2019.

BARBARA J. HUGHES
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires March 8, 2019
Commission # 15922752

Barbara J. Hughes
(Notary Public)

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			\$31.66	55	60	\$20.11
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 \ Waterproofer	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

**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.

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

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

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

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

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

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

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

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

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

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

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

NO. 86: 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.

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BOONE COUNTY
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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 proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**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 tripe (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. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**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.

WAIVER OF LIENS AFFIDAVIT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned
Pro Foundation Technology, Inc. 5525 Raytown Rd. Raytown MO 64133
Contractor Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the 8 day of March, 2014, covering work to be performed and material to be furnished for:

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

Fifty eight thousand nine hundred twelve DOLLARS.
Balance of said Contract

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

Joe Morgan
CONTRACTOR

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

Subscribed and sworn to before me this 29th day of April, 2015.
Barbara J. Hughes
Signature of Official taking Acknowledgment
My Commission Expires: 3.8.2019

BARBARA J. HUGHES
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires March 8, 2019
Commission # 15922752

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions and Evaluation	Bids will be evaluated based on cost, references checks, and skill level/knowledge of employees who will be working on the City's projects. Accept terms and conditions	_____ (Required)
2	Payment Terms	Please Indicate Payment Terms:	_____ (Required)
3	Term and Supply Contract Conditions	TERM AND SUPPLY CONTRACT for furnishing City of Columbia with Slab Jacking with High-Density Polyurethane, as needed and as requested, from date of award through April 30, 2015. AGREE PRICES WILL BE FIRM FOR THE FIRST YEAR OF THE CONTRACT PERIOD.	_____ (Required)
4	Renewal Options	Term & Supply Contract Renewal Options: Contract subject for renewal at the end of the first contract period, for four (4) additional one-year periods, based upon agreement by both parties as to pricing, delivery, past vendor service, etc. This contract may be canceled by the City upon 10 days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the City. Updated prevailing wage order will be provided with the renewal request.	_____ (Required)
5	COST LIMITATION AND PERFORMANCE BOND	Vendor shall not perform more than Twenty-Five Thousand dollars (\$25,000.00) of work, including materials, for a given job without first obtaining the approval of the City Purchasing Agent. Performance Bond and Labor & Material Payment bond may be required of Contractor if any given project exceeds \$25,000.00. Bonds, if required, will be provided to guarantee compliance with all requirements of the contract's scope of services, complete fulfillment of the contract, and payment of all labor, material, and other bills made in carrying out this contract. Surety Companies issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better in the A.M. Best or equivalent rating guide.	_____ (Required)
6	Insurance Requirements - Bidder Agreement	Successful Bidder agrees to comply with attached Insurance Requirements upon award.	_____ (Required)

7	EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Indicate if you agree to comply.</p>	_____ (Required)
8	Have you ever failed to complete any work awarded to your company?	Have you ever failed to complete any work awarded to your company? If so, where and why?	_____ (Required)
9	References	List three references, minimum, for same type of work performed in the past six months. State name and telephone number of contact person. Attach separate sheet if necessary.	_____ (Required)
10	Staff	<p>Provide the number of employees on your staff and the percent (%) of work on this project that will be done by your own staff</p> <p>Provide a detailed list of your staff and their qualifications.</p>	_____ (Required)
11	Prevailing Wages	<p>If work requires Prevailing Wages then employees who work in specific classifications, as identified within the attached wage order will be paid accordingly. Payroll documentation must be provided to the City of Columbia each week.</p> <p>AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor and each subcontractor must file with the Owner an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.. Exhibit D is to be used for this purpose.</p>	_____ (Required)
12	Warranty	Provide warranty information or guarantee of workmanship. Indicate "None" if no warranty is offered.	_____ (Required)
13	DBE or WBE Certification	Is your firm a certified DBE or WBE? If so, what agency are you certified through?	_____ (Optional)
14	If you have done business under a different name, please give that name and location:	If you have done business under a different name, please give that name and location:	_____ (Optional)
15	Cooperative Contract Pricing	<p>Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.)</p>	_____ (Optional)

Line Items

#	Qty	UOM	Description	Response
1	1	Per Pound	High-Density Polyurethane Material per the specifications provided in the Item Notes	\$ _____

Item Notes: Slab Jacking with High-Density Polyurethane – Term & Supply Contract Specifications
This work shall consist of Slab Jacking with high-density polyurethane. Slab Jacking is described as injecting high-density polyurethane under a sunken section of concrete pavement and raising it back to the correct profile for an acceptable ride and positive drainage. Construction requirements and materials shall be governed by Section 625 of the "Missouri Standard Specifications for Highway Construction," 2011 edition, by the Missouri Highways and Transportation Commission.
After City notifies Contractor of the location of work, Contractor is to provide the duration and dates of any traffic lane closure or restriction, and contractor contact names and telephone numbers. City will prepare and submit a traffic control and routing plan, and will request necessary permits. Request must be made a minimum of 3 weeks before work is to begin. The City will provide the required traffic control. Traffic control plans for any project in the downtown area or on any collector or arterial street should be designed to maintain two-way traffic; the Contractor is to take this into account when calculating the duration and dates of lane restrictions.
High-density polyurethane material shall be measured to the nearest pound. The accepted quantity of high-density polyurethane material will be paid at the contract "per pound" unit price. The contract unit price shall include all labor, equipment, and materials necessary to complete the described work.

Supplier Notes: _____

2	1	EA	OPTIONAL: VENDORS MAY QUOTE A LUMP SUM MOBILIZATION FEE OR PROVIDE DETAILS IN THE ITEM NOTES REGARDING TRAVEL EXPENSES OR ANY OTHER FEES THAT WOULD BE ASSOCIATED WITH THIS CONTRACT. FEES NOT PROPOSED WITH YOUR BID RESPONSE MAY NOT BE BILLED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF COLUMBIA.	\$ _____
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Supplier Notes: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of

October

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 Contract Amendment Number Three to 26-05JUL11 – Electronic Payment Processing for Boone County Resource Management.

The terms of this amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Three.

Done this 5th day of October, 2015.

ATTEST:

Wendy S. Moren
Wendy S. Moren
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

467-2015

Boone County Purchasing

Jacob M. Garrett
Buyer



613 E. Ash St., Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett, Buyer
DATE: September 2, 2014
RE: Amendment Number Three –26-05JUL11 – *Electronic Payment Processing for the Boone County Resource Management*

Contract 26-05JUL11 – *Electronic Payment Processing* was approved by commission for award to ACH Direct, Inc., dba Federal Payments (now known as Forte Payment Systems, Inc) on September 27, 2011, commission order 394-2011. This amendment allows the Boone County Resource Management Department to use this contract that was created for the Boone County Collector.

Invoices will be paid from department 1720 – Resource Management, account 23850 – Minor Equipment & Tools.

cc: Tom Darrough, Treasurer, Stan Shawver, Director of Resource Management
Contract File

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT FOR
ELECTRONIC PAYMENT PROCESSING
FOR THE BOONE COUNTY RESOURCE MANAGEMENT DEPARTMENT**

The Agreement **26-05JUL11** dated September 27, 2011 made by and between Boone County, Missouri and Forte Payment Systems, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- The Boone County Resource Management may use the contract as follows:

Credit/Debit Card Convenience Fee: 2.5%, minimum fee of \$1.50
E-Check Fee: \$1.50 flat

No additional pricing for the setup, or any annual or monthly costs.

Available equipment:

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
IVR System Set-up	Telephone Payment Solution	\$0.00
VX520 POS (all-in-one) Terminal/Printer		\$240.00 per terminal
*POS MagTek IPAD Reader(s)		\$259.00 per reader
POS MagTek Card Reader		\$80.00 per reader
MagTek iDynamo for Mobile Payments		\$79.00 per reader
Star TSP 1000 Virtual Terminal Thermal Printer	(optional)	\$199.00 per printer
Supplies	(optional) Thermal Printer Paper used with Terminals	per case \$60.00
AGI Integration	Vendor Integration	\$0.00

- Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

FORTE PAYMENT SYSTEMS, INC.

BOONE COUNTY, MISSOURI

by [Signature]
title President & CEO

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
CJ Dykhouse, County Counselor

[Signature]
Wendy S. Noeren, 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 this contract do not create a measurable county obligation at this time.)

[Signature]
Signature by [initials]

9/28/15
Date

1720-23850

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of

October

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 44-20AUG15 – Hartford Road Cul-De-Sac Improvement to APAC – Missouri, Inc. of Columbia, MO.

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

Done this 5th day of October, 2015.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

468-2015

Boone County Purchasing

Cheli Haley
Buyer



613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573)886-4392
Facsimile: (573)886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Cheli Haley, Buyer
DATE: September 1, 2015
RE: 2nd Reading of Hartford Road Cul-De-Sac Improvement

Request for Bid #: 44-20AUG15 for Hartford Road Cul-De-Sac Improvement opened on August 20, 2015 with two bids received. Resource Management recommends awarding by low bid to **APAC – Missouri, Inc.** of Columbia, Missouri.

The contract amount is for **One Hundred Six Thousand Nine Hundred Ninety Dollars and Sixty Six Cents (\$106,990.66)** with a 10% Contingency Fee in the amount of \$10,699.07 resulting in a purchase order total of \$117,689.73.

Invoices will be paid from Department 2041 – Infrastructure Preservation/Rehabilitation, Account 71202 – Contractor Costs. The amount budgeted for this work is \$104,075.00.

The bid tabulation and the award recommendation are attached.

468-2015

CONTRACT AGREEMENT

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

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

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

**BID NUMBER: 44-20AUG15
HARTFORD ROAD CUL-DE-SAC IMPROVEMENT
BOONE COUNTY, MISSOURI**

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

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

Notice to Bidders,
Bid Form,
Instructions to Bidders,
Bid Response,
Debarment Form,
Work Authorization Certification,
Statement of Bidder's Qualifications,
Anti-Collusion Statement,
Signature and Identity of Bidder,
Bidder's Acknowledgment,
Insurance Requirements,
Contract Conditions,
Contract Agreement,
Performance Bond, (bonds must be filled out and returned within fifteen (15) days of the date of this contract)
Labor and Material Payment Bond, (bonds must be filled out and returned within fifteen (15) days of the date of this contract)
Affidavit-OSHA Requirements, (for completion when project is complete)
Affidavit-Prevailing Wage, (for completion when project is complete)
General Specifications,
Technical Specifications,
Special Provisions,
State Prevailing Wage Rates – Annual Wage Order No. 22,

468-2015

Boone County Standard Terms and Conditions
Notice to Proceed,
Boone County Roadway Regulations Chapter II,
MoDOT Standard Specifications, and
Project Plans and/or Details.

It is understood and agreed that, except as may be otherwise provided for by the General Specifications, Technical Specifications, and Special Provisions the work shall be done in accordance with the Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway construction Current Edition, hereinafter the MoDOT Standard Specifications. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work.

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

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

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

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

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

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

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Contractor by the Owner.

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

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that 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.

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The Owner agrees to pay the Contractor in the amount of: **\$106,990.66.**

One Hundred Six Thousand, Nine Hundred Ninety Dollars and Sixty Six Cents (\$106,990.66)

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

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

(Date)

**CONTRACTOR:
APAC – MISSOURI, INC.**

**OWNER:
BOONE COUNTY, MISSOURI**

By: [Signature]
Authorized Representative Signature

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

By: Jeremy Bexten
Authorized Representative Printed Name

Title: V.P.

Approved as to Legal Form:

ATTEST:

[Signature]
CJ Dykhouse,
Boone County Counselor

[Signature]
Wendy Noren,
County Clerk

AUDITOR CERTIFICATION

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

2041 / 71202 - \$106,990.66

[Signature] 10/1/15 _____
Signature Date Appropriation Account

APHC-111.55001

**BID FORM
HARTFORD RD. CUL-DE-SAC IMPROVEMENT**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
CONSTRUCTION STAKING	1	LS	\$ 1,500.00	\$ 1,500.00
MATERIAL TESTING	1	LS	\$ 1,500.00	\$ 1,500.00
TRAFFIC CONTROL	1	LS	\$ 1,500.00	\$ 1,500.00
INLET PROTECTION	1	EA	\$ 250.00	\$ 250.00
REMOVALS	1	LS	\$ 12,300.00	\$ 12,300.00
EARTH EXCAVATION AND COMPACTION	160	CY	\$ 30.00	\$ 4,800.00
SUBGRADE STABILIZATION	897	SY	\$ 8.00	\$ 7,176.00
4" THICK TYPE I ROLLED STONE BASE	952	SY	\$ 7.00	\$ 6,664.00
6" THICK 4000 PSI CONCRETE DRIVEWAY	62	SY	\$ 150.00	\$ 9,300.00
ROLLBACK CURB AND GUTTER (4000 PSI CONCRETE)	344	LF	\$ 33.00	\$ 11,352.00
6 1/2" THICK PLANT MIX BITUMINOUS BASE	281	TON	\$ 106.01	\$ 29,788.81
1 1/2" THICK TYPE C ASPHALT PAVEMENT	65	TON	\$ 151.69	\$ 9,859.85
RESTORATION	1	LS	\$ 1,000.00	\$ 1,000.00
Bid Total				\$ 106,990.66

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
8/14/15	1

COMPANY NAME: APAC- Missouri , Inc

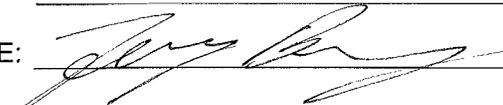
ADDRESS: PO Box 1117

CITY, STATE, ZIP Columbia MO 65205

PHONE NUMBER: 573- 449- 0886

AUTHORIZED REPRESENTATIVE: Jeremy Bexten

TITLE: V.P.

SIGNATURE: 

Prompt Payment Terms: Net 30

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

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

~~N/A~~^{en}
Frech Paving Co.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Hartford Rd Cul-De-Sac

Project No.: N/A

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: APAC - Missouri, Inc

By: 
(Signature)

Jeremy Bexten
(Print or Type Name)

Title: U.P.

Address: PO Box 1117

City, State, Zip: Columbia MD 65205

Phone: 573-449-0886

Fax: 573-449-2980

Date: 8/20/15

(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.

Jeremy Bexten V.P.

Name and Title of Authorized Representative



Signature

8/18/15

Date

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

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?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.**

An Affirmative Action/Equal Opportunity Institution



Company ID Number: 190916

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190916

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

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

August 18, 2015

To Whom it May Concern

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: **APAC-Missouri, Inc.**

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

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

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

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

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

List of current and recently completed projects:

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

Higginsville Airport – Asphalt and Milling \$475,000

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

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

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

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

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

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

City of Boonville – Asphalt Work \$350,000

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

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

City of Centerview – Asphalt Work \$190,000

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

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

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

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

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

City of Moberly – Asphalt Work \$250,000

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

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

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

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

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

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

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

Rt. 7, 65, 83, Benton – Latex Mod. Concrete Overlay - \$9,000,000

Rt 71 Barton Co – Bridge Work - \$3,000,000

Rt. 54 Camden – Bridge Sidewalk - \$500,000

Var Routes, Cedar, St. Clair – Bridge Work - \$3,400,000

Rt 5 and I-44 Laclede – Bridge Rehab - \$1,800,000

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Jeremy Bexten, being first duly sworn, deposes and

says that he is Vice President
(Title of Person Signing)

of APAC Missouri, Inc
(Name of Bidder)

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

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

By [Signature]
By _____
By _____

Sworn to before me this 18 day of August, 20 15

Shelly R Sanders
Notary Public

My Commission Expires 5-18-17

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890

SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Delaware

Dated 8/20/15, 20 15
 Name of individual, all partners, or joint venturers:

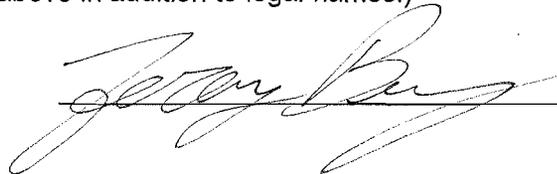
Address of each:

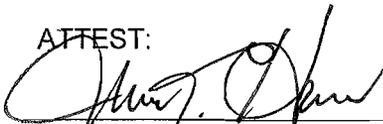
doing business under the name of:

Address of principal place of business in Missouri:

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

APAC- Missouri, Inc.
 (If a corporation - show its name above)



ATTEST:


 Asst. Sec. (Secretary)

V.P.

 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 18 day of August, 20 17

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

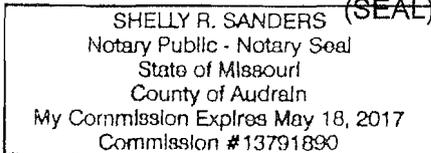
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

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

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



Shelly R Sanders

Notary Public

My Commission expires 5-18, 2017.



AIA Document A310

Bid Bond

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

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY
801 E WALNUT, ROOM 315
COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID
Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HARTFORD RD CUL-DE-SAC IMPROVEMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20 day of AUGUST, 2015.

Shelly Sanders
(Witness)

APAC-MISSOURI, INC.
(Principal) (Seal)
Shawn A Riley (Title) *FOR SIGNATURE*

Shelly Sanders
(Witness)

FEDERAL INSURANCE COMPANY
(Surety) (Seal)
Jeremy Bexten (Title) Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF BOONE } **SS**

On this 20 day of AUGUST, 2015, before me personally came JEREMY BEXTEN to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Shelly R Sanders

Notary Public

SHELLY R. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2017
Commission #13791890



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Jeremy Bexten, Michael J. Eshleman, Doug Fronick, Conrad E. Hake, Max Holt, Bruce Loesch, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th day of April, 2015**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **15th day of April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **August 20, 2015**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



BOONE COUNTY, MISSOURI
Request for Bid #: 44-20AUG15
Hartford Rd. Cul-de-Sac Improvement

ADDENDUM #1 - Issued August 14, 2015

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

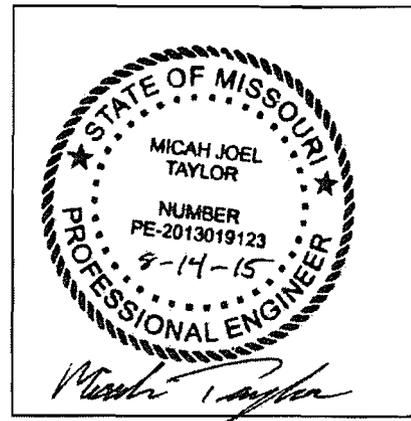
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Bid quantity for Earth Excavation and Compaction has been changed to 160 CY. Bidder shall discard original bid form and replace with attached bid form. Attached bid form to be completed and included with bid submission.

By: *Cheli Haley*
Cheli Haley, Buyer
Boone County Purchasing

Approved: Micah J. Taylor
Professional Engineer
MO Lic. # PE-2013019123

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340



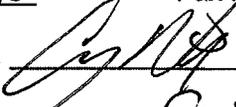
OFFEROR has examined copy of Addendum #1 to Request for Bid # 44-20AUG15 – Hartford Rd. Cul-de-Sac Improvement, receipt of which is hereby acknowledged:

Company Name: APAC - Missouri, Inc.

Address: PO Box 1117

Columbia MD 65205

Phone Number: 573-449-0886 Fax Number: 573-449-2980

Authorized Representative Signature:  Date: 8/17/15

Authorized Representative Printed Name: Craig Nilges

Certificate of Insurance

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

This is to Certify that

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

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

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

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2016		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY -015: WI	EMPLOYERS LIABILITY
	<input checked="" type="checkbox"/> POLICY TERM				Bodily Injury by Accident \$1,000,000 Each Accident
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	General Aggregate	\$2,000,000
	RETRO DATE			Products / Completed Operations Aggregate	\$2,000,000
				Each Occurrence	\$2,000,000
				Personal & Advertising Injury	\$2,000,000 Per Person / Organization
				Other Damage to Premises Rented to You: \$250,000	Other Medical Exp: \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll	
ADDITIONAL COMMENTS 60223 - Hartford Road - Cul-De-Sac Improvement Boone County named as additional insured.					

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

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder

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

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 9/30/2015
OFFICE PHONE DATE ISSUED

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

PERFORMANCE BOND

BOND NO. 8239-59-08

KNOW ALL PERSONS BY THESE PRESENTS, that we,

APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of INDIANA
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of ONE HUNDRED SIX THOUSAND NINE HUNDRED NINETY AND 66/100 (\$106,990.66) Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated SEPTEMBER 4, 2015 entered into a
Contract with Owner for:

**BID NUMBER 44-20AUG15
HARTFORD ROAD CUL-DE-SAC IMPROVEMENT
BOONE COUNTY, MISSOURI**

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

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

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

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

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

Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO AND SALT LAKE CITY, UT, on this 14TH day of SEPTEMBER, 20 15.

APAC - MISSOURI, INC.

(Contractor)

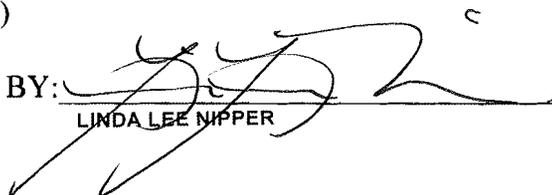
(SEAL)

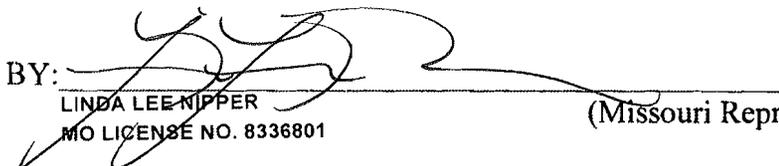
BY:  _____

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY:  _____
LINDA LEE NIPPER (Attorney-In-Fact)

BY:  _____
LINDA LEE NIPPER (Missouri Representative)
MO LICENSE NO. 8336801

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

Surety Contact Name: MARSH USA, INC.
Phone Number: 801-533-3629
Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

BOND NO. 8239-59-08

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

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

a corporation organized under the laws of the State of INDIANA,

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

ONE HUNDRED SIX THOUSAND NINE HUNDRED NINETY AND 66/100 DOLLARS

(\$ 106,990.66), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated SEPTEMBER 4, 2015 entered into a contract with Owner for

**BID NUMBER 44-20AUG15
HARTFORD ROAD CUL-DE-SAC IMPROVEMENT
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

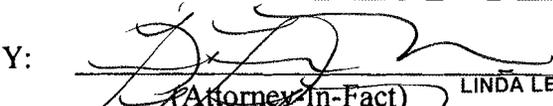
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO AND SALT LAKE CITY, UT on this 14TH day of SEPTEMBER 20 15.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

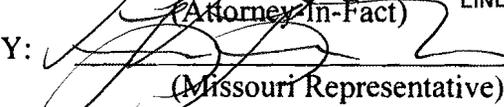
BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 

(Attorney-In-Fact)

LINDA LEE NIPPER

BY: 

(Missouri Representative)

LINDA LEE NIPPER
MO LICENSE NO. 8336801

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



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah -----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **October, 2014**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Kath J Adelaar

Notary Public

CERTIFICATION

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

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

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

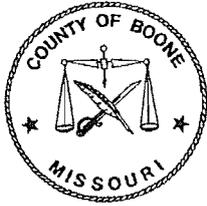
Given under my hand and seals of said Companies at Warren, NJ this **SEPTEMBER 14, 2015**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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



BOONE COUNTY, MISSOURI
Request for Bid #: 44-20AUG15
Hartford Rd. Cul-de-Sac Improvement

ADDENDUM #1 - Issued August 14, 2015

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

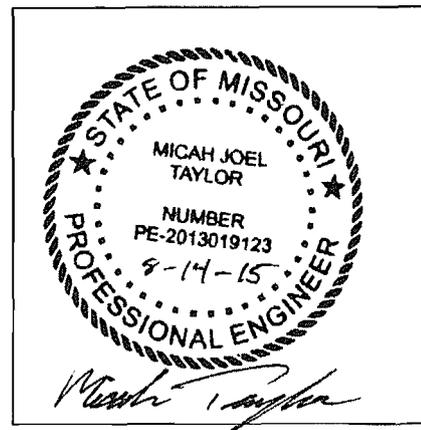
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Bid quantity for Earth Excavation and Compaction has been changed to 160 CY. Bidder shall discard original bid form and replace with attached bid form. Attached bid form to be completed and included with bid submission.

By: *Cheli Haley*
Cheli Haley, Buyer
Boone County Purchasing

Approved: Micah J. Taylor
Professional Engineer
MO Lic. # PE-2013019123

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 44-20AUG15 – Hartford Rd. Cul-de-Sac Improvement, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

**BID FORM
HARTFORD RD. CUL-DE-SAC IMPROVEMENT**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
MATERIAL TESTING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
INLET PROTECTION	1	EA	\$	\$
REMOVALS	1	LS	\$	\$
EARTH EXCAVATION AND COMPACTION	160	CY	\$	\$
SUBGRADE STABILIZATION	897	SY	\$	\$
4" THICK TYPE I ROLLED STONE BASE	952	SY	\$	\$
6" THICK 4000 PSI CONCRETE DRIVEWAY	62	SY	\$	\$
ROLLBACK CURB AND GUTTER (4000 PSI CONCRETE)	344	LF	\$	\$
6 1/2" THICK PLANT MIX BITUMINOUS BASE	281	TON	\$	\$
1 1/2" THICK TYPE C ASPHALT PAVEMENT	65	TON	\$	\$
RESTORATION	1	LS	\$	\$
Bid Total				\$



9822B1S1008



HARTFORD RD. CUL-DE-SAC IMPROVEMENT

Project Number: NA

Bid Number: 44-20AUG15

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

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

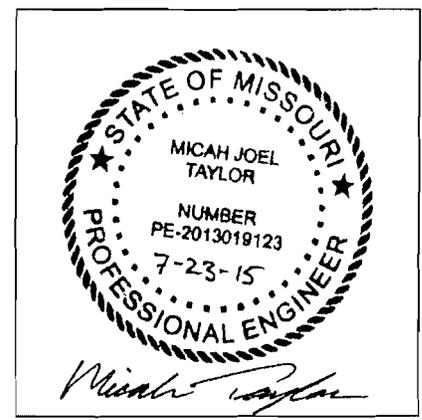
ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director
Derin Campbell, P.E., Chief Engineer

*PROJECT MANAGER

Micah J. Taylor, P.E.
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: (573) 886-4340
E-mail: mtaylor@boonecountymo.org



Micah J. Taylor
Professional Engineer
MO Lic. # PE-2013019123

BOONE COUNTY PURCHASING

Cheli Haley, Buyer
613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: chaley@boonecountymo.org

Boone County Resource Mgmt
MO Engineering Corp. # NA
801 E. Walnut, Room 315
Columbia, MO 65201-4480
Phone: 573-886-4480
Fax: 573-886-4340

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.**

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***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

NOTICE TO BIDDERS

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

Project Name:

HARTFORD RD. CUL-DE-SAC IMPROVEMENT

Project Number:

NA

Bid Number:

44-20AUG15

Scope of Project Construction:

Remove existing concrete roadway and cul-de-sac on Hartford Rd. in the Meadowbrook West subdivision. Install new concrete curb and gutter (rollback) and new asphalt roadway. Associated work includes remove and replace portions of concrete driveways, traffic control, and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Tuesday, August 11, 2015 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Friday, August 14, 2015. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **1:15 p.m. on Thursday, August 20, 2015** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on Thursday, August 20, 2015** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

10 Working Days

Liquidated Damages:

\$500 per Working Day

Anticipated Notice To Proceed Date:

On or about Monday, September 21, 2015. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$30.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

**BID FORM
HARTFORD RD. CUL-DE-SAC IMPROVEMENT**

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
MATERIAL TESTING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
INLET PROTECTION	1	EA	\$	\$
REMOVALS	1	LS	\$	\$
EARTH EXCAVATION AND COMPACTION	107	CY	\$	\$
SUBGRADE STABILIZATION	897	SY	\$	\$
4" THICK TYPE I ROLLED STONE BASE	952	SY	\$	\$
6" THICK 4000 PSI CONCRETE DRIVEWAY	62	SY	\$	\$
ROLLBACK CURB AND GUTTER (4000 PSI CONCRETE)	344	LF	\$	\$
6 1/2" THICK PLANT MIX BITUMINOUS BASE	281	TON	\$	\$
1 1/2" THICK TYPE C ASPHALT PAVEMENT	65	TON	\$	\$
RESTORATION	1	LS	\$	\$
Bid Total				\$

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?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.**

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

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

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

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

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

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

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20 ____
Name of individual, all partners, or joint
venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

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

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

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

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

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$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; and both on and off the site of work.

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

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

CONTRACT CONDITIONS

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

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

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

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

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

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

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

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

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

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

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

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

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

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

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

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

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

Maintenance Requirements

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control. During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

SAMPLE CONTRACT AGREEMENT

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

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

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

Project Name: _____

Project No.: _____

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

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

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

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

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

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

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

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

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

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

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

hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By: _____
Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Title: _____

Secretary

Approved as to Legal Form:

CJ Dykhouse, County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(SEAL) _____
BY: _____
(Contractor)

(SEAL) _____
BY: _____
(Surety Company)

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

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

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL

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

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

8.1. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

8.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

SECTION 9 - MEASUREMENT AND PAYMENT

9.1. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

9.2. No payments will be made on account of materials not yet incorporated into the work.

9.3. From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

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

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

9.8. This section has been left blank

9.9. This section has been left blank

9.10. This section has been left blank

9.11. This section has been left blank

9.12. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

9.13. Release of Retained Percentages:

9.13.1. Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. 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 bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

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

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

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

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

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

a. In the Owner's office:

- 1. Missouri Equal Employment Opportunity Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

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

11.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it 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.

SECTION 15 - OSHA Program Requirements

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

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

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

SECTION 18 - METHOD OF PAYMENT

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

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County 4 hour notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100** of the **Boone County Roadway Regulations Chapter II**.

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

SECTION 01590 – RESTORATION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P_2O_5) and soluble potash (K_2O), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed, The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. ***All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.***
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. ***Aluminized corrugated metal pipes are allowed.***
 - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
 - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02741 – PAVING FABRIC

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m ² (oz/yd ²)	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m ² (gal/yd ²)	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
 - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
 - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
 - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
 - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
 - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
 - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m².
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
 2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
 2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
 3. Storage – The paving mat should be stored indoors prior to use.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SPECIAL PROVISIONS

1. SURVEY CONTROL POINTS AND MONUMENTS: The Contractor is responsible for the maintenance or replacement of all survey control points, property corners, or monuments as detailed in Technical Specification 01720.
2. TESTING SERVICES: The Contractor shall provide quality control testing. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Material Testing on the Bid Form.

Aggregate Base: Aggregate Base shall be constructed as per Section 212 of Boone County Roadway Regulations, Chapter II. Proof rolling shall be witnessed by a Boone County representative. No density testing is required.

Concrete Testing: All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength.

Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T152. Once three consecutive loads have been accepted, only loads specified by Boone County Resource Management as questionable must be tested. One additional load must be tested if batching operations shutdown for more than 1 hour. If batching operations are continuous for the day, 1 additional test shall be taken in the afternoon.

Compressive strength testing, in accordance with ASTM C1231 and T22, shall be conducted. Concrete test cylinders shall be cast and tested in accordance with ASTM C 31 and C 39. The Contractor shall make three (3) cylinders for each day's pour, or three (3) cylinders for each 150 s.y. of pavement/driveway/sidewalk, whichever is larger. All cylinders shall be cured under the same conditions as the job concrete and shall be identified at the time cast as to which pour is represented. Contractor shall ship or deliver three (3) cylinders to the laboratory on the fourth day, one of which is to be tested on the seventh day, the others are to be laboratory cured and tested on the twenty-eighth day. If for any reason the strength of concrete is required before or after the seven (7) day break, the extra cylinder shall be used for this purpose. Once a cylinder has been broken that meets or exceeds the design strength, the remaining cylinders will not be required to be broken for testing, unless the Contractor wants the final results. The Contractor shall furnish the County a copy of the test reports for concrete test cylinders within 24 hours of breaking of the cylinders. Unsatisfactory tests of cylinders shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense.

3. TRAFFIC CONTROL: The Contractor is responsible for the installation and maintenance of all traffic control devices for the life of the project. The current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways shall be followed for temporary traffic control operations and devices.

The Contractor shall provide Boone County Resource Management with a drawing detailing his traffic control plan and shall receive approval of said plan prior to its implementation. The Contractor shall notify Boone County Resource Management a minimum of 2 days prior to any road or lane closures.

Full road closures will be allowed on this project, but shall only take place during the following times: **Monday-Friday, 9:00 am – 2:00 pm.** The Contractor shall try, to the greatest extent possible, to limit the frequency and duration in which a homeowner will be denied direct access to

their property. The Contractor will be responsible for communicating and coordinating with all affected homeowners regarding closures. Such communicating shall be done a minimum of 24 hours prior to any activity which will cause access issues.

The Contractor shall also keep in mind no traffic will be allowed on concrete driveways or concrete curb and gutter until the concrete has reached 75% (3000 psi) strength. All devices and means used to keep traffic off these areas shall be included in the Traffic Control bid item.

Traffic control will not be measured and shall be paid for at the contract Lump Sum bid price. The traffic control bid item shall include, but is not limited to, all costs associated with labor, material, installation, and maintenance of all signage, posts, delineators, and barricades necessary for proper traffic control.

4. EARTH EXCAVATION AND COMPACTION: It is assumed that no aggregate base layer exists under the existing concrete pavement. With no base layer, the Contractor will need to excavate a minimum of 4 inches of material in order to install the proposed rolled stone base. The bid quantity is derived from the 4 inches of material removed. Bid item shall include all labor, equipment, and material necessary to complete the work as described. Measurement will be to the nearest cubic yard, with payment being made at the contract Cubic Yard bid price.

Prior to installing the rolled stone base, the Contractor shall compact the subgrade to a 95% Proctor density. If unsuitable subgrade is encountered, the Contractor shall follow the procedures as laid out in the Subgrade Stabilization Special Provision.

If an aggregate base layer is discovered under the existing concrete pavement, the Contractor shall verify the layer to be a minimum of 4 inches in depth at several locations within the project area. Contractor shall then grade and compact the base to the proposed elevations. Bid quantities for Earth Excavation and Rolled Stone Base deemed unnecessary will be subject to change order and removal from the contract.

5. SUBGRADE STABILIZATION: No unsuitable subgrade material is expected with this Project. However, if the Engineer is notified of a questionable area and determines the in-situ soil is unsuitable for subgrade, the Contractor shall remove the unsuitable material to a minimum depth of 8 inches below the bottom of the pavement layer. The quantity of extra material to be removed will be added on to the Earth Excavation bid quantity, with payment being made at the Earth Excavation bid unit price. The Contractor shall then compact the soil and install a woven geotextile fabric (Mirafi 600X, Geotex 315ST, or approved equal), followed by an approved triaxial geogrid. On top of the geogrid, Type 2, 1 ½" minus aggregate base shall be placed and compacted to the elevation of the bottom of the proposed rolled stone base layer. The Contractor may substitute a different grade of aggregate base in the subgrade stabilization areas only upon the approval of the Engineer.

Subgrade Stabilization, in the pre-approved areas, shall be paid for at the contract Square Yard bid price. Bid price shall include all labor and material, including the geotextile, geogrid, and aggregate materials. If no unsuitable subgrade is discovered, this bid item will be change ordered out of the contract.

6. 6" THICK 4000 PSI CONCRETE DRIVEWAY: The Contractor shall remove portions of the existing driveways as specified in the Plans and replace them with 6" thick, 4000 psi, concrete driveway. Driveway shall be placed on a 4" thick layer of rolled stone base and shall be constructed in accordance with the Details sheet of the Plans.

Bid price shall include all equipment, labor, and materials, including dowel bars, lubricant, and expansion material to construct the concrete driveways. Driveways shall be measured to the nearest square yard and will be paid for at the contract Square Yard bid price.

7. ROLLBACK CURB AND GUTTER: The Contractor shall construct both Standard Rollback and Driveway Rollback curb and gutter in accordance to the Details sheet of the Plans. Curb and gutter shall be made from 4000 psi concrete and shall be placed on 4" of rolled stone base. The rolled stone base shall extend beyond the back of curb a minimum distance of 6".

Bid price shall include all equipment, labor, and material necessary to properly construct Standard and Driveway Rollback curb and gutter. Curb and gutter will be measured to the nearest linear foot along the gutter flowline and will be paid for at the contract Linear Foot bid price.

8. CONCRETE COARSE AGGREGATE: All coarse aggregate to be used in concrete shall comply with the 'purity' requirements of Section 1005.2.1 of the Missouri Standard Specifications of Highway Construction, as well as the 'soundness' requirements of Section 1005.2.1.2 (AASHTO T96 and AASHTO T161 Procedure B). Aggregate labeled "State Rock" at the local mix plants should satisfy these said requirements. However, alternate aggregate may be accepted in the mix design only after the Engineer has been presented and has approved tests showing the alternate aggregate satisfies the purity and soundness requirements.
9. ASPHALTIC PAVEMENT: Asphaltic pavement for this project shall be constructed per Section 222, 223, and 225 of Boone County Roadway Regulations, Chapter II. Asphalt mix designs shall be submitted to and approved by the Engineer prior to the asphalt's production or placement. Mix designs shall be reflective of the actual materials being used.

Contractor shall use an asphalt paver equipped with a vibratory screed for all asphalt work on this project. The vibratory screed shall be operational, and set appropriately for the conditions and materials being used, and turned on at all times during paving operations.

10. RESTORATION: On page 10.7 in the Maintenance Requirements Paragraph of the Contract Conditions, as well as Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications, is language describing a separate performance bond for seeding and erosion control. This bond will not be a requirement of the project.

The Contractor will be responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area, within 60 days of sowing. Restored topsoil shall be uniform and placed in a layer with a minimum thickness of 4". Restored topsoil shall also meet all requirements of Section 01590 of the Technical Specifications.

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

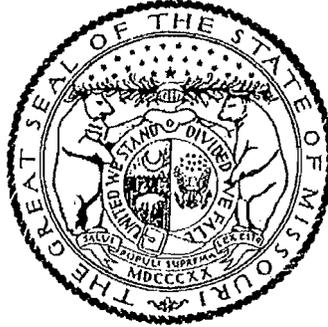
WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010
BOONE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

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

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker			\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter		b	\$35.75	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber		b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker			\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.06
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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.

**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.

**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.

**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: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$23.65	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oilier-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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

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

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

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

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APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

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

APPENDIX C

PROJECT PLANS AND/OR DETAILS

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

CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 15

STATE OF MISSOURI }
County of Boone } ea.

5th day of October 20 15

In the County Commission of said county, on the
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 grant application by the Boone County Prosecuting Attorney's Office for the 2016/2017 Victims of Crime Act Grant.

Done this 5th day of October, 2015.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner



DANIEL K. KNIGHT, Prosecutor

Office of the Boone County Prosecuting Attorney
705 E. Walnut Street – Courthouse
Columbia, Missouri 65201-4485
573-886-4100
FAX: 573-886-4148

October 1, 2015

TO: Commissioner Atwill
Commissioner Miller
Commissioner Thompson

FROM: Boone County Prosecuting Attorney's Office

RE: 2016/2017 Victims of Crime Act Grant (VOCA) Application

We respectfully request your approval to apply for a continuation of our Victims of Crime Act grant through the Department of Public Safety.

We have been receiving grant funds through VOCA since 1993, and continue to serve approximately 2800 victims of crime each year.

There is a very large increase in available VOCA funding this year. The 2014 award for Missouri was \$8.5 million and the estimated award for 2015 is \$36.7 million. This grant cycle is for 1 ½ years, (April 1, 2016 – September 30, 2017).

Our application includes continued funding for our part time Case Specialist and funding for an additional Victim Specialist including the full salary, all benefits, computer, dual monitors, printer, scanner and software. We are also requesting training for our Domestic Violence Enforcement Unit (including 2 DOVE detectives from the Columbia Police Department, 1 DOVE detective from the Boone County Sheriff's Department and 1 DOVE advocate from True North). We are also requesting training for two prosecutors specializing in child abuse along with the advocates they work with.

There is a 20% matching requirement. The federal share is \$164,913.26 and the local match is \$41,236.51. The match is taken from the existing salary of our Victim Specialist, Jessica Watson.

Thank you for your consideration of this request.

Dkk 10-1-15



Application

55920 - 2016-2017 VOCA Solicitation

56696 - 2016-2017 VOCA Solicitation

Victims of Crime Act (VOCA)

Status: Editing

Submitted Date:

Primary Contact

Name:*	Office Administrator	Bonnie	Adkins
	Title	First Name	Last Name
Job Title:	Office Administrator		
Email:	badkins@boonecountymmo.org		
Mailing Address:	Boone County Prosecuting Attorney		
Street Address 1:	705 E. Walnut Street		
Street Address 2:			
*	Columbia	Missouri	65201
	City	State/Province	Postal Code/Zip
Phone:*	573-886-4112		Ext.
Fax:	573-886-4148		

Organization Information

Applicant Agency:	Boone County, Prosecutor's Office
Organization Type:	Government
Federal Tax ID#:	436000349
DUNS #:	073755977

CCR Code: 4SWR3 02/17/2016
Valid Until Date
Organization Website: www.showmeboone.com
Mailing Address: Boone County
Street Address 1: 801 E. Walnut Street
Street Address 2:
City* Columbia Missouri 65201 0449
City State/Province Postal Code/Zip + 4
County: Boone
Congressional District: 09
Phone:* 573-886-4305
Ext.
Fax: 573-886-3311

Contact Information

Authorized Official

The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Board President, Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).

The Authorized Official and the Project Director cannot be the same person.

Authorized Official:* Presiding Commissioner Daniel Atwill
Title First Name Last Name
Job Title: Presiding Commissioner
Agency: Boone County
Mailing Address: 801 E. Walnut Street
Street Address 1: Room 333 - Roger Wilson Government Center
Street Address 2:
AO City* Columbia Missouri 65201
City State Zip Code
Email: datwill@boonecountymo.org
Phone:* 573-886-4305
Ext.
Fax: 573-886-3311
Project Director

The Project Director is the individual that will have direct oversight of the proposed project.

The Authorized Official and the Project Director cannot be the same person.

If the project agency is a local law enforcement agency, the Project Director shall be the chief or sheriff of that agency. Exceptions to this requirement are the St. Louis Metropolitan Police Department and the Kansas City Police Department.

Project Director:*	Office Administrator	Bonnie	Adkins
	Title	First Name	Last Name
Job Title:	Office Administrator		
Agency:	Boone County Prosecuting Attorney		
Mailing Address:	705 E. Walnut Street		
Street Address 1:	4th Floor - Boone County Courthouse		
Street Address 2:			
PD City*	Columbia	Missouri	65201
	City	State	Zip Code
Email:	badkins@boonecountymo.org		
Phone:*	573-886-4112		Ext.
Fax:	573-886-4148		

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance, Accountant).

Fiscal Officer:*	Boone County Treasurer	Tom	Darrough
	Title	First Name	Last Name
Job Title:	Boone County Treasurer		
Agency:	Boone County Treasurer's Office		
Mailing Address:	801 E. Walnut Street		
Street Address 1:	Room 205 - Roger Wilson Government Center		
Street Address 2:			
FO City*	Columbia	Missouri	65201
	City	State	Zip Code
Email:	tdarrough@boonecountymo.org		
Phone:*	573-886-4365		Ext.
Fax	573-886-4369		

Project Contact Person

The Project Contact Person should be the individual who is most familiar with the program this grant will fund.

This person can be the Project Director if that individual is most familiar with the program.

Project Contact Person:*	Office Administrator	Bonnie	Adkins
	Title	First Name	Last Name
Job Title:	Office Administrator		
Agency:	Boone County Prosecuting Attorney		
Mailing Address:	705 E. Walnut Street		
Street Address 1:	4th Floor - Boone County Courthouse		
Street Address 2:			
OC City*	Columbia	Missouri	65201
	City	State	Zip Code
Email:	badkins@boonecountymmo.org		
Phone:*	573-886-4112		
		Ext.	
Fax:	573-886-4148		

Non-Profit Chairperson

Enter the name and address of the individual serving as the organization's board chairperson. Please provide an address other than the agency address.

This section is not applicable to agencies that are not considered a 501 (c) (3) non-profit organization.

Non-Profit Chairperson:	Title	First Name	Last Name
Job Title:			
Agency:			
Mailing Address:			
Street Address 1:			
Street Address 2:			
NC City		Missouri	
	City	State	Zip Code
Email:			
Phone:			
		Ext.	
Fax			

Project Summary

Application Type: Expand/Enhance an Existing Project
Current Contract Number(s): 2009-VOCA-099-OS
Program Category: Victim Services
Project Type: Local
Geographic Area: Boone County - Missouri

Brief Summary: This FY 16/17 Victim Response Team (VRT) project is a continuation of the program that the Boone County Prosecuting Attorney's Office began in 1993. In 2010, the part-time case specialist was added to enhance basic and comprehensive services to victims of felony crime, specifically focusing on historically under-served victim populations -- i.e., survivors of homicide, child sexual abuse/incest and victims of burglary and robbery. With this project, our office requests funds to hire an additional victim specialist to further enhance/expand services to victims of violent crime. Service provision occurs during all phases of the justice system and is designed to minimize harm to the victim while aiding in his/her restoration and recovery. Furthermore, our office seeks funding for staff training that addresses innovative and collaborative approaches to the investigation and prosecution of domestic violence and child physical/sexual abuse cases.

Program Income Generated: No

History of the Agency

Brief History of the Program Project Agency

Provide a brief history of the Agency and the type(s) of victim services the agency provides.

The Boone County Prosecuting Attorney's Office has a long history of serving victims of crime in our community. In collaboration with local law enforcement, social services, probation and parole, and other ancillary service providers, the Boone County Prosecuting Attorney's Victim Response Team (VRT) has been a leader in providing victims with information about their rights, assistance accessing state and local resources, and offering support during the investigation and prosecution of their offenders.

The Boone County Prosecuting Attorney's Office is responsible for the prosecution of criminal violations that occur within this jurisdiction. The office consists of 39 staff members, including the elected prosecutor, 13 assistant prosecuting attorneys (2 VAWA-funded domestic violence assistant prosecutors), 5 investigators, 2 victim specialists (1 VAWA-funded), 1 part-time case specialist (VOCA-funded), 1 restitution specialist and support staff. We have been providing services to crime victims and their families in Boone County with the support of VOCA funds since 1993. Before receiving grant funding through VOCA the Boone County Prosecutor's Office included seven prosecutors and two victim service staff. VAWA grant funds have been used to enhance services to victims of domestic violence since 1998.

Our Victim Response Team (VRT) is dedicated to addressing the needs of crime victims in Boone County. The victim specialists and the case specialist provide crisis intervention for victims of violent crimes - including sexual assault, domestic violence, parents of victims of child abuse and family members of homicide victims. The victim specialists and the case specialist also offer information about victims' rights and Crime Victims' Compensation (CVC), orientation to the criminal justice system, and support during the investigation, prosecution and disposition of criminal cases. When necessary, referrals are made to community-based service providers for additional case management, counseling, or long-term follow up.

The Victim Response Team provides a secure victim waiting room, court accompaniment, and restitution management. We have an excellent volunteer program which utilizes students from the University of Missouri and other local educational institutions. We use a wide range of volunteers including social work and occupational therapy students, criminal justice majors, pre-law and law school students. Volunteers assist with a variety of direct victim service-related work. Social work student volunteers have been especially helpful to victims of domestic and sexual violence by assessing victim safety, educating victims and their families about the dynamics of victimization, and partnering with advocates in the community to coordinate care. Our volunteer program enables us to provide comprehensive services to crime victims while assisting volunteers in developing specialized, professional skills for future employment.

A restitution specialist was added to the VRT Team in 2014. She assists victims of property crime - including burglary, property damage, identity theft, forgery, and fraudulent use of a credit device. In addition to calculating restitution, the restitution specialist provides victims with information about the court process, their rights, emotional support and safety planning. Furthermore, she manages the payment and disbursement of restitution to victims following the disposition of cases.

In 2015, our office received a grant from the Office for Victims of Crime (OVC) to hold a 5k in honor of National Crime Victims' Rights Week. This was an incredibly successful project. 144 people registered for the race and there were over 50 volunteers including our community partners - the Columbia Police Department, Boone County Sheriff's Department, University of Missouri Police, Boone Hospital, Probation and Parole, 13th Circuit Family Court, Parents of Murdered Children, True North, and Bikers Against Child Abuse.

As we look to the future, the Boone County Prosecuting Attorney's Office will continue to strengthen partnerships

Members of VRT will continue to serve on the MAPA Best Practices - Victim Service Committee and the Missouri Victim Assistance Network (MOVA) in order to influence policies across the state affecting crime victims.

With the ongoing support of VOCA funds, we can minimize trauma to victims by asking each survivor what they need to repair the harm. We can continue to educate victims about their rights, make services available to meet their needs, and help them plan for the future. This request for funding of a victim specialist and training to address innovative community response to domestic and sexual abuse will ensure that we continue to utilize a proactive and collaborative response to historically underserved victims in our community.

Statement of the Problem

Statement of the Problem

This section must address the need for grant funds and the proposed project. Define the problem that you will be attempting to impact with the project for which you are requesting funds. Be specific. Do not include every issue the Applicant Agency addresses, but only the one(s) that will be impacted by the use of the grant funds being requested. (Please note that the problem is NOT a lack of staff, counselors, equipment, etc. This is the result of the problem).

Since you are competing with other agencies for limited funds, you should document as extensively and as factually as possible the definition of the problem.

This section must justify the proposed services to be outlined in the Type of Program section.

This section should include relevant facts and local statistics on incidents of crime, the number of victims served during the past year - (two years, three years, etc.), existing resources, demographic and geographic specifications, etc. that document and support the stated problem.

Provide crime statistics for all areas served: do not provide global statistics, information must be specific to the service area.

Boone County is a growing, progressive county located in the center of the state and the crossroads of major east-west and north-south highways. Columbia is the 5th largest city in Missouri. Columbia is the County Seat, and the City of Columbia covers 53.5 square miles. Demographics are of an urban, semi-urban and rural composition with a diverse ethnic population.

Demographics:	2012	2013	2014
County Population	168,535	170,773	172,717
Population Growth	1.62%	1.33%	1.14%
Median Household Income	\$40,395	\$41,028	Information not available
County Unemployment Rate	4.6%	4.5%	4.1%

Ethnicity:

White Non-Hispanic 85%
 African America/Black 9%
 Asian/Pacific Islander 3%
 Other 3%

Gender:

Female 54%
 Male 46%

With the prosperity and growth of this community in the last decade has come a more volatile crime rate. Thirty-eight percent (38%) of victim-related cases filed in Boone County involve domestic violence.

The following is a listing of felonies and misdemeanors filed in Boone County over the past five years as well as the total number of domestic violence offenses prosecuted:

Felonies

2010 2011 2012 2013 2014 2015 (As of 9/30/2015)
 1533 1661 1632 1302 1317 1089

Misdemeanors (Including traffic offenses)

2010 2011 2012 2013 2014 2015 (As of 9/30/2015)
 7461 6398 6009 5827 5310 3971

Domestic violence offenses:

2010 2011 2012 2013 2014 2015 (As of 9/30/2015)
 1123 1269 1097 1019 1135 866

Members of VRT serve approximately 2800 victims of crime per year. As mentioned previously, 38% of these cases involve domestic/family violence.

While the number of total victims served has remained fairly consistent over the last five years, the number and the severity of felony crimes has escalated. There has been a notable increase in the number of robbery, burglary, and gang/gun-related crimes. In an effort to adequately address the needs of victims affected by the increasing number of these dangerous felonies, our office is requesting VOCA funds to hire a victim specialist. Sufficient staff is critical for the ever-increasing demand for quality victim services. Together, our currently VOCA-funded case specialist and the **new** victim specialist will be able to better serve victims of historically underserved crimes. Having sufficient staff will better enable them to anticipate victim's needs, provide for their safety and security, and help them prepare for court proceedings while minimizing the traumatic impact of participation in the justice system. Our **new** victim specialist will not only assist victims of robbery, burglary, and other underserved crimes, they will also assist victims of felony domestic and sexual assault as often, the demands placed on victims of felony cases are much greater than those in misdemeanors. Victims may be required to testify in depositions and preliminary hearings. The **new** victim specialist and case specialist provide information, education, and emotional support to aid each victim in making an informed decision about participation in the criminal justice system. They work with victims throughout the investigation, prosecution, and even after the disposition of the criminal case.

The Boone County Prosecutor's Office is faced with the dual challenge of attending to the needs of crime victims while expediting the appropriate disposition of criminal actions. Lack of knowledge of the justice system is one of the greatest challenges faced by crime victims and their families. Recognizing that the justice system is designed to protect the rights of the accused and not the accuser can be particularly troubling for victims. There are numerous individual challenges faced by crime victims. For those harmed by someone they know, victims often feel a sense of guilt or shame associated with the crime, and they may be reluctant to participate in the prosecution of their offender. Victims are tied to their partners economically and may be hesitant to assist because of the financial impact on the family. The issue of self-blame is also especially prevalent in cases of domestic violence, sexual assault, and child abuse. Unfortunately, fear of going forward, testifying, and holding the perpetrator accountable is also a challenge. Danger to the victim may escalate during a criminal prosecution. Often victims simply are not aware of the resources available to them.

The Boone County Prosecuting Attorney's Office Victim Response Team has been providing services to crime victims and their families with the support of VOCA funds since 1993. Adding a **new** victim specialist will enable us to continue to enhance services to victims. We cannot adequately meet the needs of victims without sufficient staff, equipment, and ongoing training. The continuation and expansion of this VOCA-funded project will ensure that crime victims receive the information and support that they deserve from this office.

Type of Program

Methodology/Type of Program

Outline the services to be provided by this project. Give as much detail as possible about your proposed project.

Define what services will be provided through the grant project, who will provide these services, how they will be accessed and who will benefit from these services Flow charts and chronological outlines are great, but must be supported by additional narrative description.

Agencies that primarily serve domestic and/or sexual violence victims will be required to comply with the Missouri Coalition Against Domestic and Sexual Violence (MCADSV) Service Standards & Guidelines. (These agencies will not be required to comply with the Missouri Department of Public Safety Crime Victim Services Unit (MoCSVU) Program Standards and Guidelines) In this section, agencies will need to explain how services are delivered in compliance with the MCADSV Standards. Please do not simply state the agency is in compliance! MCADSV Service Standards & Guidelines can be downloaded as a separate document from the DPS website.

All other agencies (those NOT primarily serving victims of domestic violence and/or sexual violence) will be required to comply with the new Missouri Department of Public Safety Crime Victim Services Unit (MoCVSU) Program Standards and Guidelines. (These agencies will not be required to adhere to the MCADSV Standards) In this section, agencies will need to explain how services are delivered in compliance with the MoCVSU Program Standards and Guidelines. Please do not simply state the agency is in compliance! MoCVSU Program Standards and Guidelines can be downloaded as a separate document from the DPS website.

A link of the MCADSV and CVSU Standards is included:

DV Standards

SV Standards

DPS Standards

Our FY16/17 VOCA request is to secure funding so that we can continue to employ a part-time case specialist and to hire a new victim specialist. The new victim specialist will provide comprehensive victim services to victims of robbery, burglary, felony assault, felony domestic violence and sexual assault offenses. This request for funds also includes specialized domestic violence training for members of the Domestic Violence Enforcement (DOVE) Unit as well as funds for specialized training in the area of child physical/sexual abuse - investigation, prosecution, and advocacy). Prosecuting attorney staff (2 assistant prosecutors and 2 VRT members) assigned to this caseload will attend the training. We are also requesting computer equipment and software for the new victim specialist.

The Victim Response Team (VRT) is dedicated to serving the needs of crime victims in Boone County. Service delivery is divided into two categories: Basic and Comprehensive. All victims of crime receive or have access to basic victim services. Comprehensive victim services are provided in cases where the level of trauma or severity of injury dictates a more sensitive, proactive, and hands-on approach to victim assistance. These services are also provided to those individuals who may have to testify at court proceedings, depositions, or at trial. Below is an outline and description defining the two categories of service provision.

BASIC VICTIM SERVICES

Notification of case filing and victims' rights

Notification of Crime Victims' Compensation and assistance filing claim

Education regarding safety planning and community resources

Assistance with restitution management

Orientation to the judicial process

Notification of case status

Notification of case disposition and assistance with victim impact statement

Each new case file is reviewed by a designated member of VRT. Initial notification is made via written correspondence. Victims receive a packet with basic information (i.e., criminal charge, case number, assistant prosecuting attorney, and advocate) corresponding to the criminal case. Victims are also provided written notification of their rights and the county and statewide resources available to them. Upon receipt of an initial contact letter, the advocate provides a follow-up phone call to offer emotional support, clarify expectations and orient the victim to the criminal justice process. During the course of a prosecution, victims are given additional information about case status when requested. At the conclusion of a case, all victims receive written notification regarding the disposition.

Examples of cases requiring basic victim services are misdemeanor property damage, stealing or assault, peace disturbance, trespassing, forgery, and some traffic violations involving motor vehicle accidents. Typically, these cases are assigned to a victim specialist, the restitution specialist or a trained volunteer.

COMPREHENSIVE VICTIM SERVICES

In addition to basic services, members of VRT provide:

Provision of emotional support, individualized goal/action planning

- Collaboration with community resources and support
- Assistance accessing statewide, ancillary victim services
- Preparation for court appearance
- Support during court process or trial
- Follow-up advocacy services post-conviction

Most felony cases involve the provision of basic and comprehensive victim services. Initial victim contact is made via telephone. A victim specialist and/or case specialist facilitate a meeting with the victim and assistant prosecuting attorney assigned to the case. The purpose of the initial meeting is to gain insight into the victim's needs and expectations about the justice system and to help the victim make an informed decision about participating or not participating in a criminal prosecution. In some cases, victims may require crisis counseling and safety planning. The victim specialist and/or case specialist provide information about community resources to increase their level of support and actively assist the victim in accessing these resources. They may also organize an action plan or goals to aid in the victim's healing and recovery. During the course of a prosecution, the victim specialist and/or case specialist may meet several times with the victim to assess their needs, provide ongoing support and information, and prepare the victim for court appearances or trial. During court proceedings, the designated victim specialist and/or case specialist are available to counsel and support the victim and their family. Even after the disposition of the criminal case, victims will continue to receive services from the Victim Response Team when requested. Post-conviction assistance involves providing victims with referrals to resources available through the Department of Corrections, Probation & Parole, and the Office of the Attorney General. In addition, the victim specialist and/or case specialist can help the victim prepare impact information for the Parole Board or designated Probation Officer or accompany them to parole hearings.

Examples of cases requiring comprehensive victim services are felony domestic and sexual assault, child physical/sexual abuse, vehicular assault and manslaughter, burglary, robbery, homicide and other felony offenses.

The Boone County Prosecuting Attorney's Office offers services in compliance with MoCVSU Services Standards and Guidelines. Regarding organizational administration, the Boone County personnel policy manual contains policies that comply with employment law and prohibit discrimination. Confidential personnel files for paid staff and volunteers include criminal background checks, written job descriptions, completed job applications, resumes, references and a signed confidentiality statement/volunteer agreement. The administrative manual for the Prosecuting Attorney's Office contains information about the daily operations of the office, safety/security procedures, and the provision of services by the Domestic Violence Enforcement Unit. The administrative manual contains written procedures on how our office will respond to non-English speaking persons as well as victims that are vision, hearing, and speaking impaired. Confidentiality guidelines outlined by MoCVSU are adhered to by staff and volunteers working with the Victim Response Team. All volunteers sign a confidentiality agreement. Documentation of service provision is maintained in a secure area only accessible to paid staff or authorized volunteers. The Boone County Prosecuting Attorney's Office uses Prosecutor by Karpel (PBK) case management software which maintains a confidential data collection and record-keeping system that allows only authorized victim services staff members to access victim information. This case management system allows for tracking progress toward program goals and objectives.

Regarding guidelines for training, all project staff members are expected to be familiar with and adhere to MoCVSU training curricula that address the historical context of domestic and sexual violence, the dynamics of

abusive relationships, safety planning, and trauma-informed/coordinated response to victims. At a minimum, volunteers receive forty hours of observational training in the prosecutor's office and an additional twelve hours of domestic violence and sexual violence training is provided by True North women's shelter. Training is required for all personnel who provide direct services (i.e., crisis intervention, case management and court advocacy) to victims of domestic violence and their children. This includes a minimum of six hours of ongoing professional development/continuing education during the calendar year.

All members of the Victim Response Team are expected to adhere to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Providers. Written policies regarding volunteer opportunities are available in the volunteer training manual, which is maintained and regularly updated by members of the Victim Response Team. Training is required for all personnel of the Victim Response Team who provide direct services (i.e., crisis intervention, case management and court advocacy) to victims of domestic violence and their children. Our victim specialists receive specialized training through the Missouri Victim Academy each year and take advantage of training opportunities through MCADSV whenever possible.

Service standards and guidelines for direct service provision are consistent with MoCVSU recommendations. Crisis intervention services are only offered by trained staff or volunteers and involve interactions designed to stabilize the victim's emotions, clarify issues and expectations and provide ongoing support and assistance. A critical aspect of case management and court advocacy service provision is minimizing further harm while helping the victim plan for his/her future. Members of the Victim Response Team must be familiar with community resources and maintain relationships with ancillary service providers in order to provide effective case management services. Coordinating services in a collaborative manner is a cornerstone of the Victim Response Team's service provision.

The Boone County Prosecutor's Office meets and exceeds MoCVSU service standards and guidelines for court advocacy service provision. Civil and criminal justice information and support is provided to all identified crime victims. Volunteers providing court advocacy services must demonstrate proficiency in articulating justice system terminology and Missouri law as it pertains to domestic and sexual violence. Court advocacy services include the provision of written and verbal information about victims' rights, state and local resources that advocate on behalf of victims of crime, Crime Victims' Compensation, safety planning, etc. Victim services surveys are conducted in person, on-line and by mail to ensure quality of services.

Proposed Service Area

Proposed Service Area

State the geographic area to be served by this project.

The Boone County Prosecutor's Office handles crimes committed in Boone County. Victims served include residents of this county as well as non-residents. Victims of crime in neighboring counties where services do not exist will be given information about Crime Victims' Compensation, statewide victims' services resources, and counseling referrals when requested.

Coordination of Services

Coordination of Services

Coordination and communication with other service providers is active, ongoing and occurs on a daily basis. Timely communication between first responders and members of the Boone County Prosecuting Attorney's Office is critical in ensuring victims' safety, anticipating victims' needs/expectations, and holding offenders accountable. Members of law enforcement and True North (local advocacy and shelter program) contact the victim specialists on a daily basis to coordinate service provision. Because a criminal prosecution can take months, coordination with community-based advocates and counseling providers is essential for meeting the changing needs of victims and their families. Victim specialists collaborate with True North's DOVE advocate to ensure all victims have access and information about civil justice remedies (orders of protection) and safety planning. Often, the DOVE advocate will attend meetings between victims and prosecuting attorney staff to ensure that victims are given comprehensive support throughout the court process.

Members of the DOVE Unit play a vital role in the continued coordination of victim services in Boone County through training and ongoing education. Members of the DOVE Unit participate in annual collaborative training for local law enforcement. In addition, DOVE Unit members participate in volunteer training at True North as well as training for the Sexual Assault Nurse Examiner (SANE) programs at local hospitals. Participants of these trainings include representatives from the three local hospitals, law enforcement agencies, psychiatric facilities, True North women's shelter, the University of Missouri, and other counseling and social service organizations.

More recently, Columbia Police Department has begun utilizing the Domestic Violence Workbook when responding to DV-related calls for service. This resource was created as a collaborative effort among DOVE Unit members. It provides a framework for the first responding officer when interviewing victims to assess lethality, gather history, and provide information about local resources.

Currently, DOVE assistant prosecutors and the victim specialists attend regularly scheduled DOVE Unit meetings with members from the Columbia Police Department, the Boone County Sheriff's Department, Probation and Parole, Family Counseling Center, and True North women's shelter to review service provision protocols for battered women and to coordinate services for victims in active criminal investigations and prosecutions.

Strong collaborations also exist between members of the Boone County Prosecuting Attorney's Office, Rainbow House (local child advocacy center), the Juvenile Office, the Children's Division and detectives from the Columbia Police and Boone County Sheriff's Departments. This multidisciplinary team meets monthly to discuss new and ongoing investigations of child physical/sexual abuse. This team also works with local healthcare providers and has created protocols outlining uniform response to child physical/sexual abuse allegations.

The VOCA-funded case specialist participates in all of the above-referenced collaborations. Both victim specialists (including the local match) are also members of the above-referenced multidisciplinary teams.

It is anticipated that the new victim specialist will actively participate in the above-referenced collaborations and teams.

Funding for the specialized, multidisciplinary trainings we are requesting with this project will allow us to continue to work better as a team when responding to victims in our community.

Victim Compensation Assistance

Victim Compensation Assistance

Describe the procedures used by your agency to provide information on and assistance to crime victims with filing for victim's compensation funds. Please note that this is a required component to receiving VOCA funds.

How many applications did your agency assist with during the last year? (Not handed out but assisted)

Victims' Compensation information is offered to every identified victim of crime in Boone County service area. After a charge is filed, victims receive a letter outlining their rights and the services available to them. Included with this letter is information about the Crime Victims' Compensation program. The Victim Response Team plays an active role in aiding crime victims with their applications. Victim Response Team staff members assist the victim/claimant by securing documentation of expenses related to the crime, notarizing the application, and communicating with the Victims' Compensation Fund caseworker regarding the status of the claimant's application. After a claim has been awarded, the Crime Victims' Compensation Fund is listed in the Prosecuting Attorney's case file as a secondary victim. Defendants who receive probation are held accountable for the amount paid on the claim.

For the 2014 fiscal year, the Crime Victims' Compensation Fund awarded \$79,901.11 to victims of crime in Boone County. During that time, the Victim Response Team assisted 33 applicants, and 18 of those applicants were granted awards through the fund. From July 1, 2013 through June 30, 2014, Boone County collected \$111,636.11 in restitution for the Crime Victims' Compensation Fund.

For the 2015 fiscal year, the Crime Victims' Compensation Fund awarded \$99,970.75 to victims of crime in Boone County. During that time, the Victim Response Team assisted 30 applicants, and 22 of those applicants were granted awards through the fund. From July 1, 2014 through June 30, 2015 Boone County collected \$14,688.64 in restitution for the Crime Victims' Compensation Fund.

Number of Victims to Be Served

Number of Victims to Be Served

Indicate the anticipated number of victims to be served by this VOCA funded project. Do not include the total number of victims served by your agency, but the number that will be served specifically by this particular project during this project period.

For victims of domestic and/or sexual violence break out the number of women to be served, men to be served, and children to be served separately.

These numbers should match what is listed on the "VOCA DATA FORM".

Give statistics from previous years to support your estimate. The statistics should be based upon the grant cycle too, not calendar year.

If serving more than one county please break each county out separately and use whole numbers (Not Percentages).

The Boone County Prosecuting Attorney's Victim Response Team anticipates that the case specialist will serve 185 victims of crime utilizing VOCA funds over the next 1 1/2 year grant cycle. The new victim specialist will serve 385 victims and the victim specialist, the Boone County-funded matching position, will serve 850 victims of crime. These numbers are based on the number of victims historically served by the case specialist and the victim specialist (20%) matching position. There has been an increase in the number of robbery, burglary, gang/gun-related, felony assault, felony domestic violence cases and felony sexual assault offenses that have occurred in the past few years, and those numbers are listed below, as well as a breakdown by grant year. Our estimated victims served also takes into account the increase in these types of crimes.

Victims served in the first year of the grant cycle - October 1, 2013 - September 30, 2014

Case specialist served 154 crime victims

Victim specialist served 535 crime victims

Total victims served during the first year of the grant cycle = 689

Victims served in the second year of the grant cycle - October 1, 2014 - September 30, 2015

Case specialist served 109 victims

Victim specialist served 596 victims

Total number of victims served in the second year of the grant cycle = 705

Total victims served - October 1, 2013 - September 30, 2015 = 1394

Felony Robbery, Burglary, Weapons, Assault, Domestic Assault & Sexual Assault Offenses

10/01/12 - 09/30/13 487

10/01/13 - 09/30/14 506

10/01/14 - 09/30/15 540

Victims to be served in FY 16/17 Grant Cycle

Case specialist - 185 victims

33 Domestic violence (30 women and 3 men)

4 Child abuse

11 Sexual assault

New victim specialist - 385 victims

69 Domestic violence (60 women and 9 men)

8 Child abuse

23 Sexual assault

Victim specialist (Match) - 850 victims

153 Domestic violence (143 women and 10 men)

17 Child abuse

51 Sexual assault

Volunteers

Volunteers

Please detail the number of volunteers the agency currently has, the types of services (direct and non-direct) they provide and who supervises their activities.

Describe the procedures to recruit and train volunteers used by your agency. Include the type of training to be provided, the number of hours of training volunteers receive, and the eligibility or qualification requirements for volunteers.

Please note that the use of volunteers in the provision of direct services by the applicant agency is required to receive VOCA funds; but the use of volunteer match on the VOCA grant is not required.

The Boone County Prosecuting Attorney's Office Victim Response Team continues to utilize volunteers in the provision of direct services to victims. These volunteers possess a wide range of educational backgrounds, such as criminal justice, social work, occupational therapy, political science, sociology, pre-law and law. The volunteer program is critical given the large number of crime victims and their families served by the Victim Response Team.

The University of Missouri – School of Social Work regularly refers bachelor and masters level students for volunteer placement. Each semester, the county-funded victim specialist supervises a student completing either a 400-hour or 800-hour fieldwork rotation with the Prosecuting Attorney's Office Victim Response Team. Candidates are treated as job applicants and make a formal application, complete an interview, provide references, submit to fingerprinting and consent to a criminal background check. In addition, volunteers must sign a confidentiality agreement. Selected applicants are given a volunteer handbook for review. The volunteer training manual includes basic orientation information about the Boone County Prosecutor's Office and its staff, policies and procedures used in direct victim service provision, and samples of documentation related to criminal case files. Volunteers and students receive a minimum of 40 hours of observational training provided by Victim Response Team staff members and assistant prosecuting attorneys. In addition, volunteers also complete True North women's shelter volunteer training program and receive 12 hours of domestic and sexual violence training. Social work students complete a learning plan with their supervisor that includes goals related to the provision of direct victim services. During the final weeks of placement, students demonstrate proficiency in basic social work skills and most areas of direct victim service provision.

Each year a maximum of ten students are enrolled in the University of Missouri-School of Law Criminal Clinic. University of Missouri Law students perform an average of 1800 hours of service on behalf of the Boone County Prosecuting Attorney's Office. Law Clinic participants review arrest reports, make personal contact with victims and witnesses, assess their needs, and help them prepare for criminal proceedings. They are mentored by law school faculty and a designated assistant prosecutor. This experience enhances the students' legal education and allows them to receive valuable hands-on training in the criminal justice process.

VOCA Goals and Objectives -New

Type of ServiceVOCA

Objectives

Objectives Percentages (%)

Criminal Justice Advocacy	_____ % of survivors will understand their rights as crime victims.	90
Criminal Justice Advocacy	_____ % of survivors will have increased knowledge about community resources they might need in the future.	90
Criminal Justice Advocacy	_____ % of clients going through the court process will understand their role in the court procedure.	100
Criminal Justice Advocacy	Crime victim compensation forms will be accurately completed and filed for _____ % of survivors seeking compensation.	100
Criminal Justice Advocacy	_____ % of victims will have more ways to plan for their safety.	40

Evaluation Procedure

Evaluation Procedure

The evaluation component of the application should tie to the goals and objectives. Describe the process to be used to determine the effectiveness of your program and the effect of your program on the victims served, such as pre- and post-testing, surveys, client-satisfaction evaluations, etc (it is helpful to attach blank samples of these tools, if available). Explain how data is assessed and used to improve services to victims. This must also include a description of the data to be collected, as outlined in the Program Description, to prepare any progress reports and/or final reports required by DPS.

Our goal is to provide support and direct services to victims of crime in Boone County as their cases move through the criminal justice system, to provide appropriate referrals to community resources, to assist with a safety plan when appropriate and to help victims understand their rights and their role in the court process.

Evaluating progress toward program goals/objectives will be accomplished by tracking the feedback gathered from our victim services survey, soliciting verbal feedback from victims and by gathering data collected from our case management system.

Victim services surveys are mailed to all identified victims of crime at the disposition of the case. In our closing letter to victims, instructions outlining how to access this evaluation tool on our website is also provided. Our survey is available in Spanish and can be translated directly on our website.

Project data from the surveys and our case management system are compared to previous years to help evaluate our services to victims of crime in Boone County. Copies of the survey in English and in Spanish are attached to this application.

Our objectives will be evaluated as follows:

Objective #1 – Help survivors understand their rights as crime victims.

The victim services survey is one of the data sources for evaluation of this objective. Victims are sent a survey at the close of their case. The survey contains a question inquiring whether the victim was provided with their rights and if the advocate assigned to their case helped them understand their rights. Surveys are also handed directly to victims midway through their case in an effort to increase the number of surveys returned to our office.

Historically, the return rate of our surveys has been very low despite providing self-addressed stamped envelopes. To gain additional feedback the case specialist and victim specialist elicit verbal feedback from the victims when they have in-person and phone communication. An affirmative response is the desired result.

•90% of the survivors will indicate that they were provided with their rights and their advocate helped them understand their rights.

Objective #2 – Help survivors increase their knowledge about community resources they may need in the future.

The victim services survey is one of the data sources for evaluation of this objective. The survey contains a question that inquires if the prosecutor's office provided them with information about community

resources. Again, due to the low rate of return, case specialist and victim specialist elicit verbal feedback from the victims when they have in-person and phone communication to gain additional information. An affirmative response is the desired result.

- 90% of the survivors will indicate that they received information about available community resources and they increased their personal knowledge about the community resources available to them.

Objective #3 – Help clients going through the court process understand their role in the court procedure.

The victim services survey is one of the data sources for evaluation of this objective. The survey contains a question that inquires if the prosecutor's office provided them with information about the criminal justice system. Again, due to the low rate of return, the case specialist and the victim specialist elicit verbal feedback from the victims when they have in-person and phone communication to gain additional information. An affirmative response is the desired result.

- 100% of the survivors will indicate that they received information about the criminal justice process and understand their role in the criminal justice process.

Objective #4 – Help crime victims accurately complete Crime Victims' Compensation forms when appropriate.

Each year the Boone County Prosecuting Attorney's Office receives a letter from the Missouri Department of Public Safety, Crime Victims' Compensation unit. This letter is the data source for statistics regarding Crime Victims' Compensation claims received by DPS from the Boone County Prosecuting Attorney's Victim Response Team. It provides the total number of new claims made by Boone County, the number of claims paid and the total amount awarded by CVCF to victims in Boone County. It also provides the amount of restitution collected by Boone County recovered for CVCF. In addition it provides a statistical report by County with comparison figures to help us further evaluate our claims compared with other counties in the State of Missouri.

An additional data source for evaluating Crime Victims' Compensation assistance is Karpel case management system (PBK). The case specialist and victim specialist record the services they provide to each victim they serve, and CVC is listed as a service so we can compare data for evaluation purposes. Reports may be generated for any time period.

- 100% of the survivors eligible to receive Crime Victims' Compensation will receive information about CVCF from the case specialist or victim specialist and assistance filling out the forms accurately.

Objective #5 – Help crime victims develop more ways to plan for their safety.

Karpel case management system (PBK) is the data source for evaluating this objective. The case specialist and victim specialist provide victims with a safety plan if appropriate when meeting with victims either in person or on the phone. Not all crime victims require a safety plan but those who need a plan are given

the opportunity. Safety planning is listed as a service in PBK, and the case specialist and victim specialist record this service so we can compare data for evaluation purposes. Reports may be generated for any time period.

Report of Success

Report of Success

In outline format, restate the type of service and objectives from your current contract.

After each type of service and objective listed, provide information regarding results attained from the beginning of current grant to date.

Please include all actual numbers along with the corresponding percentages (number of victims served, number of surveys sent out and returned, etc).

Attach any relevant documents supporting the success of this project.

Note: This component is applicable only to those proposals seeking continuation of a project already supported with VOCA funds.

GOAL: The goal of the Victim of Crime Act Program is to support and aid victims of crime as they move through the criminal justice system, to provide them with the assistance and services necessary to speed their recovery from a criminal act, to assist any person in Missouri who has suffered, directly or indirectly, a physical, emotional, or personal loss as a result of a criminal act., and to coordinate with other community agencies to ensure continuity of support for victims.

Objective #1 - 75% of survivors will understand their rights as crime victims.

VOCA Outcomes: Objective accomplished. During the 2-year grant cycle from 10/1/13-09/30/15 the case specialist, Bill Haws served 263 victims of felony crimes and our victim specialist, Jessica Watson served 1131 crime victims. 100% of the victims received information on their rights in writing and/or in person. The case specialist and the victim specialist verified through verbal communication that each victim understood their rights. From 10/1/13-9/30/15 we received 44 surveys back from victims. 14 victims responded that they understood their rights; 2 victims said they did not understand their rights, and 28 people did not answer the question. 87.5% of the victims who responded to our survey said they understood their rights.

Objective #2 - 75% of survivors will have increased knowledge about community resources they might need in the future.

VOCA Outcome: Objective accomplished. During the 2-year grant cycle from 10/1/13-09/30/15, the case specialist, Bill Haws served 263 victims, and the victim specialist, Jessica Watson served 1131 victims. Surveys were sent to 100% of the victims served. 44 surveys were returned to our office and 32 victims stated that they received information about community resources; 2 surveys indicated that the question was not applicable; 4 didn't answer the question at all, and 6 stated that they did not receive any information about community resources. 84.21% of the victims who responded to this question stated that they received information about community resources.

Objective #3 - 75% of clients going through the court process will understand their role in the court procedure.

VOCA Outcome: During the 2-year grant cycle from 10/1/13-09/30/15, the case specialist, Bill Haws provided information about the criminal justice system in Boone County to 263 victims, and the victim specialist, Jessica Watson provided information to 1131 victims. Surveys were sent to 100% of the victims served. 44 surveys were returned to our office. 8 victims stated that they understood their role in the criminal justice process; 6 stated that they did not understand their role, and 30 people did not answer that question. Of the people who responded to the question 57.21% said they understood their role. Both the case specialist and the victim specialist, through verbal communication verified that each victim they worked with understood their role in the court process.

Objective #4 - Crime Victims' Compensation forms will be accurately completed and filed for 100% of survivors seeking compensation.

VOCA Outcome: Objective accomplished. During the 2-year grant cycle 10/1/13-09/30/15 the case specialist, Bill Haws assisted 5 victims with Crime Victims' Compensation forms and victim specialist, Jessica Watson assisted 20 victims with Crime Victims' Compensation forms.

Statistics from the Missouri Department of Public Safety are provided to our office based on their fiscal year. For the 2014 fiscal year, the Crime Victims' Compensation Fund awarded \$79,901.11 to victims of

crime in Boone County. During that time, our Victim Response Team assisted 33 applicants, and 18 of those applicants were granted awards through the fund. From July 1, 2013 through June 30, 2014, Boone County collected \$111,636.11 in restitution for the Crime Victims' Compensation Fund.

For the 2015 fiscal year, the Crime Victims' Compensation Fund awarded \$99,970.75 to victims of crime in Boone County. During that time, our Victim Response Team assisted 30 applicants, and 22 of those applicants were granted awards through the fund. From July 1, 2014 through June 30, 2015 Boone County collected \$14,688.64 in restitution for the Crime Victims' Compensation Fund.

Objective #5 - 33% of victims will have more ways to plan for their safety.

VOCA Outcomes: During the 2-year grant cycle from 10/1/13-09/30/15, the case specialist, Bill Haws served 263 victims of felony crimes, and our victim specialist, Jessica Watson served 1131 crime victims. Jessica assisted 113 people with a safety plan, and Bill assisted 26 people with a safety plan. 100% of the victims needing a safety plan received information and planning services from Bill and Jessica. The case specialist and the victim specialist verified through verbal communication that each victim understood their safety plan. However, the surveys that were returned to our office did not reflect this. 44 surveys were returned to our office, 13 victims stated that the question was not applicable; 1 stated that the victim specialist assisted them with a safety plan, and 2 stated that they were not assisted with a safety plan.

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
Jessica Watson	Victim Specialist	Retained	FT	\$1,798.40	19.0	55.85	\$19,083.72	100.0	\$19,083.72	\$0.00
Jessica Watson	Victim Specialist	Retained	FT	\$1,888.80	21.0	55.85	\$22,152.79	100.0	\$22,152.79	\$0.00
TBH	Victim Specialist	Created	FT	\$1,652.80	19.0	100.0	\$31,403.20	0	\$0.00	\$31,403.20
TBH	Victim Specialist	Created	FT	\$1,736.00	21.0	100.0	\$36,456.00	0	\$0.00	\$36,456.00
William Haws	Case Specialist	Retained	PT	\$1,350.72	19.0	100.0	\$25,663.68	0	\$0.00	\$25,663.68
William Haws	Case Specialist	Retained	PT	\$1,418.40	21.0	100.0	\$29,786.40	0	\$0.00	\$29,786.40

\$164,545	\$41,236.	\$123,309
.79	51	.28

Personnel Justification

Personnel Justification

If personnel is included in the budget, provide justification for each position.

If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform.

If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.

If an increases and/or new line items are being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

The Boone County Prosecuting Attorney's Office is requesting a continuation of VOCA funding for the salary of our case specialist, William Haws, in the amount of \$55,450.08 for this 1 1/2 year grant cycle. Bill currently makes \$26.80/hour, and we anticipate a 5% increase in 2016 which would make his hourly wage \$28.14/hour for April-December 2016. There are 19 pay periods in 2016, 48 hours each pay period @ \$28.14 equals \$25,683.68 for 2016. We anticipate an additional 5% increase for 2017 which would make his hourly wage \$29.55/hour. There are 21 pay periods in 2017, 48 hours per pay period @ \$29.55 equals \$29,786.40 for 2017 hours. There are 40 pay periods in the 1 1/2 year grant cycle and the total salary for this position for this grant cycle is \$55,450.08. Bill worked as an Investigator in the Boone County Prosecuting Attorney's Office for 15 1/2 years before he retired and came back as our part-time case specialist. Prior to that he worked in Law Enforcement at the Columbia Police Department for 22 years. His experience and expertise have been invaluable to this office and victims of felony crimes. This is an existing position that we have been receiving funds for since 2010. This is a part-time, non-benefited position that focuses on victims of felony cases as well as underserved victims. Felony cases are more complicated, and the victims often require additional time and emotional support. The case specialist anticipates the victim's needs, provides for their safety and security while minimizing the traumatic impact of participation in the criminal justice system.

We are also requesting funds for a new full-time, benefited victim specialist to assist with domestic and sexual violence victims, victims of robbery, burglary and underserved victims of felony crimes. The new victim specialist will provide services to victims and their families by offering basic and comprehensive services to victims that aid in the healing and restoration of those affected by crime in Boone County. Comprehensive and basic services are detailed in the Type of Program section of this grant application. The starting pay for a victim specialist in Boone County is \$42,972.80 (\$20.66/hour X 2080 hours). There are 19 pay periods in 2016, 80 hours per pay period @ \$20.66/hour for 19 pay periods equals \$31,403.20 for 2016. We anticipate a 5% increase in 2017 which would make the hourly wage \$21.70/hour for 2017 hours. There are 21 pay periods in 2017, 80 hours per pay period @\$21.70/hour for 21 pay periods equals \$36,456.00 for 2017 hours. There are a total of 40 pay periods in the 1 1/2 year grant cycle and the total salary request for this new position is \$67,859.20 for this grant cycle.

Our 20% matching funds in the amount of \$41,236.51 are derived from the salary of our existing victim specialist, Jessica Watson. Jessica has a Bachelor's Degree in Psychology from the University of Missouri-Columbia, and a Master's Degree in Educational Counseling from Stephens College in Columbia, Missouri. Jessica provides services to victims and their families by offering basic and comprehensive services to victims that aid in the healing and restoration of those affected by crime in Boone County. Comprehensive, and basic services are detailed in the Type of Program section of this grant application. Boone County's General fund pays for the full salary and benefits of this position.

Personnel Benefits

Category	Item	Salary/Pre mium	Percentag e/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/St ate Share
Dental Insurance	Dental Insurance	\$35.00	18.0	100.0	\$630.00	0	\$0.00	\$630.00

					\$630.00		\$0.00	\$630.00
FICA/Medi care	FICA	\$129.78	40.0	100.0	\$5,191.20	0	\$0.00	\$5,191.20
					\$5,191.20		\$0.00	\$5,191.20
Life Insurance	Life Insurance	\$4.00	18.0	100.0	\$72.00	0	\$0.00	\$72.00
					\$72.00		\$0.00	\$72.00
Long-Term Disability	Long Term Disability	\$6.45	40.0	100.0	\$258.00	0	\$0.00	\$258.00
					\$258.00		\$0.00	\$258.00
Medical Insurance	Health Insurance	\$485.00	18.0	100.0	\$8,730.00	0	\$0.00	\$8,730.00
					\$8,730.00		\$0.00	\$8,730.00
Pension/R etirement	401A Contributi on	\$54.17	18.0	100.0	\$975.06	0	\$0.00	\$975.06
					\$975.06		\$0.00	\$975.06
Workers Comp	Workers Comp	\$2.38	40.0	100.0	\$95.20	0	\$0.00	\$95.20
					\$95.20		\$0.00	\$95.20
					\$15,951.46		\$0.00	\$15,951.46

Personnel Benefits Justification

Benefits Justification

If personnel benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increases and/or new line items are being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

We are requesting 100% of the benefits for our new victim specialist position. The benefits include FICA/Medicare, medical insurance, dental insurance, life insurance, long-term disability, 401A contribution, and workers compensation.

FICA and Medicare are federally-mandated costs for employers, and therefore are included in this application. FICA is .0765 of the new victim specialist's salary.

Workers Comp is also a required cost for employers and is .0014 of the salary of the new victim specialist.

Providing medical insurance and dental insurance promotes healthy employees. The cost for medical insurance for 1 year is \$5820.00, and dental insurance is \$420.00. The cost for one year was divided by 12 and multiplied by 18 for the 1 1/2 year grant cycle to yield the total of \$8730.00 for medical and \$630.00 for dental.

Life insurance, long-term disability and retirement as well as the health-related insurances are necessary tools to assist in retaining employees.

Life insurance is \$48 per year. The cost for one year was divided by 12 and multiplied by 18 for the 1 1/2 year grant cycle to yield the total cost of \$72.00.

Long-term disability is .0038 of the total salary for the new victim specialist.

Boone County offers a 401A matching plan. The matching amount is \$25.00 per pay period, and there are 40 pay periods in this grant cycle for a total of \$975.06.

All of the benefits included in this application are offered to Boone County employees.

PRN Time

Name	Title	PRN Pay	Hours on Project	Total Cost	Local Match %	Local Match Share	Federal/State Share
				\$0.00		\$0.00	\$0.00

PRN Time Justification

PRN Justification

If PRN Time is included in the budget, provide justification for the expense. Describe why PRN funding is necessary and how it will aid in the success of the project.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an PRN pay rate increase is included, address the individuals eligibility for such increase, the percentage of increase, and the effective date of the increase.

PRN may not be reallocated to other lines during the contract period, this includes contract adjustments.

PRN Time Benefits

Category	Item	PRN/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00

PRN Benefits Justification

PRN Benefits Justification

If PRN benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

Volunteer Match (12.00/hour rate)

Description of Service Provided	Number of Volunteers	Total Hours	Local Match Share	Match Total
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Volunteer Match (9.50/hour rate)

Description of Service	Number of Volunteers	Total Hours	Local Match Share
			\$0.00

Volunteer Match Justification

Volunteer Match Justification

If volunteer match is included in your application explain the number of volunteers that will be used, the activities that they will be conducting and when they will be conducting these activities (day, evening, weekends).

On-Call Volunteer Match (9.50/hour rate)

Description of Service Provided	Number of Volunteers	Total Number of Hours	Total Local Match
			\$0.00

On-Call Volunteer Match (12.00/hour rate)

Description of Service Provided	Number of Volunteers	Total Number of Hours	Total Local Match	Match Total

On-Call Volunteer Match Justification

On-Call Volunteer Match Justification

Outline the specific activities/duties that the on-call volunteers will be conducting.

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
Estimated Airfare - 32nd International Symposium on Child Abuse - Andrea Hayes	Airfare/Baggage	\$600.00	1.0	1.0	\$600.00	0	\$0.00	\$600.00

Estimated
Airfare -
32nd
International
Symposium on Child
Abuse -
Jessica
Watson

Airfare/Ba ggage	\$600.00	1.0	1.0	\$600.00	0	\$0.00	\$600.00
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Estimated
Airfare -
32nd
International
Symposium on Child
Abuse -
Mark
Koch

Airfare/Ba ggage	\$600.00	1.0	1.0	\$600.00	0	\$0.00	\$600.00
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Estimated
Airfare -
32nd
International
Symposium on Child
Abuse -
Tracy
Gonzalez

Airfare/Ba ggage	\$600.00	1.0	1.0	\$600.00	0	\$0.00	\$600.00
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Estimated
Airfare
EVAWI
Conference Orlando,
FL
Cassandra
Rogers

Airfare/Ba ggage	\$350.00	1.0	1.0	\$350.00	0	\$0.00	\$350.00
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Estimated
Airfare
EVAWI
Conference Orlando,
FL
Cecily
Daller

Airfare/Ba ggage	\$350.00	1.0	1.0	\$350.00	0	\$0.00	\$350.00
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Estimated
 Airfare
 EVAWI
 Conferenc
 e Orlando, Airfare/Ba
 FL DOVE ggage \$350.00 1.0 1.0 \$350.00 0 \$0.00 \$350.00
 Advocate
 True North
 Women's
 Shelter

Estimated
 Airfare
 EVAWI
 Conferenc
 e Orlando, Airfare/Ba
 FL Heath Chinn - ggage \$350.00 1.0 1.0 \$350.00 0 \$0.00 \$350.00
 Boone
 County
 Sheriff's
 Departmen
 t

Estimated
 Airfare
 EVAWI
 Conferenc Airfare/Ba
 e Orlando, ggage \$350.00 1.0 1.0 \$350.00 0 \$0.00 \$350.00
 FL Jessica
 Watson

Estimated
 Airfare
 EVAWI
 Conferenc Airfare/Ba
 e Orlando, ggage \$350.00 1.0 1.0 \$350.00 0 \$0.00 \$350.00
 FL NEW
 TBH
 Victim
 Specialist

Estimated
 Airfare
 EVAWI
 Conferenc Airfare/Ba
 e Orlando, ggage \$350.00 1.0 1.0 \$350.00 0 \$0.00 \$350.00
 FL Randy
 Nichols -
 Columbia
 Police
 Departmen
 t

Estimated
Airfare
EVAWI
Conference Orlando,
FLMark
Koch

Airfare/Ba ggage	\$350.00	1.0	1.0	\$350.00	0	\$0.00	\$350.00
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Estimated
Airfare-
EVAWI
Conference Orlando,
FL - Andy
Moscato -
Columbia
Police
Department

Airfare/Ba ggage	\$350.00	1.0	1.0	\$350.00	0	\$0.00	\$350.00
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Estimated
Registration Fee -
32nd
International
Symposium on Child
Abuse -
Andrea
Hayes

Registratio n Fee	\$519.00	1.0	1.0	\$519.00	0	\$0.00	\$519.00
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Estimated
Registration Fee -
32nd
International
Symposium on Child
Abuse -
Jessica
Watson

Registratio n Fee	\$519.00	1.0	1.0	\$519.00	0	\$0.00	\$519.00
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Estimated
Registration Fee -
32nd
International
Symposium on Child
Abuse -
Mark
Koch

Registration Fee	\$519.00	1.0	1.0	\$519.00	0	\$0.00	\$519.00
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Estimated
Registration Fee -
32nd
International
Symposium on Child
Abuse -
Tracy
Gonzalez

Registration Fee	\$519.00	1.0	1.0	\$519.00	0	\$0.00	\$519.00
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Estimated
Registration Fee-
EVAWI
Conference Andy
Moscato
Columbia
Police
Department

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference
Cassandra
Rogers

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference Cecily
Daller

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference DOVE
Advocate
True North
Women's
Shelter

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference Heath
Chinn
Boone
County
Sheriff's
Department

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference Jessica
Watson

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference Mark
Koch

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated
Registration Fee-
EVAWI
Conference NEW-
TBH
Victim
Specialist

Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
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Estimated Registration Fee- EVAWI Conference Randy Nichols Columbia Police Department	Registration Fee	\$445.00	1.0	1.0	\$445.00	0	\$0.00	\$445.00
Lodging - 32nd International Symposium on Child Abuse - Andrea Hayes	Lodging	\$138.00	4.0	1.0	\$552.00	0	\$0.00	\$552.00
Lodging - 32nd International Symposium on Child Abuse - Jessica Watson	Lodging	\$138.00	4.0	1.0	\$552.00	0	\$0.00	\$552.00
Lodging - 32nd International Symposium on Child Abuse - Mark Koch	Lodging	\$138.00	4.0	1.0	\$552.00	0	\$0.00	\$552.00
Lodging - 32nd International Symposium on Child Abuse - Tracy Gonzalez	Lodging	\$138.00	4.0	1.0	\$552.00	0	\$0.00	\$552.00

Lodging EVAWI Conference - Andy Moscato	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Columbia Police Department								
Lodging EVAWI Conference - Cassandra Rogers	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Lodging EVAWI Conference - Cecily Daller	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Lodging EVAWI Conference - DOVE Advocate True North Women's Shelter	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Lodging EVAWI Conference - Heath Chinn Boone	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
County Sheriff's Department								
Lodging EVAWI Conference - Jessica Watson	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Lodging EVAWI Conference - Mark Koch	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00

Lodging EVAWI Conferenc e - NEW TBH Victim Specialist	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Lodging EVAWI Conferenc e - Randy Nichols Columbia Police Departmen t	Lodging	\$110.00	4.0	1.0	\$440.00	0	\$0.00	\$440.00
Meals - 32nd Internation al Symposiu m on Child Abuse - Andrea Hayes	Meals	\$35.00	5.0	1.0	\$175.00	0	\$0.00	\$175.00
Meals - 32nd Internation al Symposiu m on Child Abuse - Jessica Watson	Meals	\$35.00	5.0	1.0	\$175.00	0	\$0.00	\$175.00
Meals - 32nd Internation al Symposiu m on Child Abuse - Mark Koch	Meals	\$35.00	5.0	1.0	\$175.00	0	\$0.00	\$175.00

Meals - 32nd International Symposium on Child Abuse - Tracy Gonzalez	Meals	\$35.00	5.0	1.0	\$175.00	0	\$0.00	\$175.00
Meals EVAWI Conference - Andy Moscato Columbia Police Department	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - Cassandra Rogers	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - Cecily Daller	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - DOVE Advocate True North Women's Shelter	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - Heath Chinn Boone County Sheriff's Department	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00

Meals EVAWI Conference - Jessica Watson	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - Mark Koch	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - NEW TBH Victim Specialist	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Meals EVAWI Conference - Randy Nichols Columbia Police Department	Meals	\$40.00	5.0	1.0	\$200.00	0	\$0.00	\$200.00
Mileage - Round Trip - St. Louis Airport EVAWI 3 vehicles	Mileage	\$0.37	224.0	3.0	\$248.64	0	\$0.00	\$248.64
Mileage - Round Trip -St. Louis Airport 32nd International Symposium on Child Abuse - 1 Vehicle	Meals	\$0.37	224.0	1.0	\$82.88	0	\$0.00	\$82.88
					\$20,630.52		\$0.00	\$20,630.52

Travel/Training Justification

Travel/Training Justification

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the location and date(s) of the training. If either the location or date(s) is unknown, clearly identify such. Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increases and/or new line items are being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

We would like to provide training for our Victim Response Team and DOVE Unit members, including the following people:

New victim specialist- TBH, Jessica Watson, victim specialist, Mark Koch, DOVE victim specialist, Cassandra Rogers, DOVE assistant prosecuting attorney, Cecily Daller, DOVE assistant prosecuting attorney, Heath Chinn, DOVE detective Boone County Sheriff's Department, Andy Moscato, DOVE detective Columbia Police Department, Randy Nichols, DOVE detective Columbia Police Department, DOVE advocate True North women's shelter. There is a conference presented by EVAWI (End Violence Against Women International) April 18-20, 2017. It is the International Conference on Sexual Assault, Domestic Violence, and Engaging Men & Boys annual conference and will be held in Orlando, Florida. A copy of the brochure for the 2016 conference is attached to this application. Our cost estimates are based on the 2016 brochure. The registration fee is \$445.00 per person for early registration, and the estimated airfare cost will be \$350.00 per person based on current flights from St. Louis airport to Orlando, Florida using Cheaptickets.com. We are requesting mileage to and from the St. Louis airport for three people. Nine people will be flying out of St. Louis and it will require three vehicles to transport everyone and their luggage. Mileage and meals are based on the per diem rate provided by the Office of Administration's website oa.mo.gov. Four nights lodging will be required and the cost estimate is based on the cost in the 2016 brochure plus estimated lodging tax.

We are also requesting training for two prosecutors specializing in child abuse, Tracy Gonzalez and Andrea Hayes, and two victim advocates who work with the child abuse prosecutors, Mark Koch and Jessica Watson. We would like to send these four individuals to the 32nd International Symposium on Child Abuse presented by the National Children's Advocacy Center in Huntsville, Alabama. The registration forms are not yet available so our cost estimates are based on the 2015 conference. 2015 registration forms are attached to this application for your reference. The 2015 registration fee was \$519.00. The hotel rates for 2015 ranged from \$89.00 to \$149.00 per night plus taxes and fees, and transportation is provided to and from the contracted hotels. Because the list of contracted hotels is not yet available, for estimation purposes we are using \$119.00 plus \$18.00 taxes and fees per night, midpoint between the lowest and highest hotel quotes given. Our estimated cost for airfare is based on current flights from St. Louis Airport to Huntsville, Alabama using Cheaptickets.com. We are requesting mileage to and from the airport. All four participants will ride together to and from the airport.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Dual Computer Monitors TBH victim specialist	Dual Computer Monitors	\$175.00	2.0	Hewlett Packard (Boone County I.T. Department provided this quote)	100.0	\$350.00	0	\$0.00	\$350.00
PC for TBH victim specialist	Personal Computer	\$800.00	1.0	Hewlett Packard (Boone County I.T. Department provided this quote)	100.0	\$800.00	0	\$0.00	\$800.00
Printer for TBH victim specialist	Printer	\$850.00	1.0	Kyocera (Boone County I.T. provided this quote)	100.0	\$850.00	0	\$0.00	\$850.00
Scanner for TBH victim specialist	Scanner - Kodak i2400	\$1,375.00	1.0	Kodak (Boone County I.T. provided this quote)	100.0	\$1,375.00	0	\$0.00	\$1,375.00
						\$3,375.00		\$0.00	\$3,375.00

Equipment Justification

Equipment Justification

If equipment is included in the budget, provide justification for each item.

Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increases and/or new line items are being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

We are requesting a new computer, dual monitors, a printer and a scanner for our new victim specialist. This is a new position, and will require the same basic tools as the other advocates in order to perform their job. The cost estimates for all of these items were provided by our Boone County I.T. Department.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Adobe Acrobat - Software License for TBH victim specialist	Annual	\$153.00	2.0	100.0	\$306.00	0	\$0.00	\$306.00
Karpel - Software License for TBH victim specialist	Annual	\$450.00	2.0	100.0	\$900.00	0	\$0.00	\$900.00
Microsoft Office & Email - Yearly Software License for TBH victim specialist	Annual	\$203.00	2.0	100.0	\$406.00	0	\$0.00	\$406.00
Symantec Antivirus Software License for TBH victim specialist	One-Time	\$35.00	1.0	100.0	\$35.00	0	\$0.00	\$35.00

\$1,647.00

\$0.00 \$1,647.00

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increases and/or new line items are being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

The new victim specialist will need software licenses for Prosecutor by Karpel (PBK) case management system, Microsoft Office and Email, Symantec antivirus and Adobe Acrobat to use our computer system. All Boone County Prosecutor's Office staff members use Prosecutor by Karpel case management system, and the victim advocates use PBK to enter all of their victim statistics and notes regarding the cases they work on. All Boone County employees are required to use our email and Microsoft Office products as well as have antivirus software on their computers to protect our electronic data. Adobe Acrobat will be used to view, create, print and manage PDFs with other advocates and prosecutors. With E-Filing and paperless files, many of our documents are PDFs, and the advocates must be able to work with these documents.

Contractual

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

Contractual Justification

Contractual Justification

If contractual or consultant services are included in the budget, provide justification for each expense.

Address why each item is necessary for the proposed project and who will benefit from the services.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increases and/or new line items are being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Total Budget

Total Federal/State Share:	\$164,913.26
Federal/State Share Percentage:	80.0%
Total Local Match Share:	\$41,236.51
Local Match Share Percentage:	20.0%
Total Project Cost:	\$206,149.77

Cost Assumption

Cost Assumption

Describe how the Project Agency plans to sustain the activities of this project if VOCA funds would no longer be available to the Project Agency. What proactive steps are being taken to absorb the project cost into the applicant agency's future budget? Provide information on the development of a sustainability plan for victim services.

In the event that VOCA funding is no longer available, the Boone County Prosecutor's Office will make application to the Boone County Commission for continuation of this victim services program. Boone County has a commitment to serving crime victims and funds the full salary and benefits of the victim specialist used for match in this grant application, as well as supplies, operations, and basic training for the Victim Response Team.

VOCA Data Form

VOCA Funds Requested: \$164,913.26

Prorate the VOCA Funds Requested by putting the percentage by the types of victims to be served: (Please give your best estimates.) Please make sure your percentage comes out to 100%.

Domestic Violence:*	18.0%	\$29,684.39
Child Abuse:*	2.0%	\$3,298.27
Sexual Assault:*	6.0%	\$9,894.80
Total Underserved and Other:*	74.0%	\$122,035.81
Total Percent:	100.0%	\$164,913.26

Prorated Amounts and % of Underserved (\$ and % must equal \$ and % of Total Underserved and Other above): Please make sure your percentage comes out to 100%.

DUI/DWI Crashes:*	1.0%	\$1,220.36
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Survivors of Homicide Victims:*	3.0%	\$3,661.07
Assault:*	35.0%	\$42,712.53
Adults Molested as Children:*	0%	\$0.00
Elder Abuse:*	0%	\$0.00
Robbery:*	29.0%	\$35,390.39
Other Violent Crimes:*	32.0%	\$39,051.46
Total Percent:	100.0%	\$122,035.81

Indicate the anticipated number of victims to be served by this VOCA funded project:

Total Victims of Crime: 1420

Not including Hotline Calls

Hotline Calls: 0

If a domestic violence shelter, indicate the anticipated breakdown of residential, non-residential victims to be served, and the anticipated number of bed nights provided for this VOCA funded project:

Residential Women:

Residential Children:

Residential Men:

Non residential Women

Non residential Children:

Non Residential Men:

Bed-Nights:

Other Funding Sources

Source of Funding	Amount	Description of the Funding	Funding Period	Expenditures Covered by Funding
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Boone County General Fund- Victim Witness Dept	\$41,236.51	20% Matching funds, taken from the salary of the existing victim specialist, Jessica Watson. Jessica is paid through the General Fund, the Victim Witness Department.	04/01/16-09/30/17	Boone County pays for the full salary and benefits of the existing victim specialist, Jessica Watson. The 20% match is taken from this position.
	\$41,236.51			

Audit Requirements

Date last audit was completed:	RubinBrown LLP St Louis, Missouri
Date(s) covered by last audit:	1/1/2014-12/31/2014
Last audit performed by:	RubinBrown LLP St Louis, Missouri
Phone number of auditor:	314-290-3300
Date of next audit:	1/1/2016
Date(s) to be covered by next audit:	1/1/2015-12/31/2015
Next audit will be performed by:	RubinBrown LLP St Louis, Missouri

Total amount of financial assistance received from all entities, including the Missouri Department of Public Safety, during the date(s) covered by your agency's last audit, as indicated above.

The Federal Amount refers to funds received directly from the Federal Government or federal funds passed through state agencies in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.

The State Amount refers to funds received directly from the State of Missouri, not including federal pass-thru funds.

Federal Amount:	\$1,042,399.00
State Amount:	\$2,582,060.00

Required Attachments

Attachment	Description	File Name	File Size	Type
A detailed copy of your agency's organizational chart (REQUIRED)	Organizational Chart - Boone County Prosecuting Attorney	Organizational Chart August 25, 2015.pdf	71.3 MB	pdf
Your agency's procurement (purchasing) policy (if Applicable)	Boone County Procurement Policy	Boone County Procurement Policy - VOCA Grant 2016-2017.pdf	71.3 MB	pdf
Your agency's mileage reimbursement policy (if Applicable)	Boone County - Business Travel Policy	Boone County Personnel Policy Manual - Section 4.6 Business Travel VOCA Grant 2016-2017.pdf	71.3 MB	pdf
Job descriptions for personnel involved in this proposed project (REQUIRED)	Job Descriptions - VOCA Grant 2016/2017	Job Descriptions - VOCA Grant 2016-2017.pdf	71.3 MB	pdf
Your agency's most recent profit/loss statement			71.3 MB	
Your Agency Budget (Current) REQUIRED	Budget 2015 - Boone County	Budget 2015.pdf	71.3 MB	pdf
Your Agency Budget (Past) REQUIRED	Budget 2013 & 2014 - Boone County	Budget 2013 and 2014.pdf	71.3 MB	pdf
A list of your organization's Board of Directors (if Applicable)			71.3 MB	
Documentation of Nonprofit Status (if Applicable)			71.3 MB	
Letters of Collaboration (REQUIRED)	Memorandum of Agreement	Memorandum of Agreement - Signed September 2015.pdf	71.3 MB	pdf
Copy of Contractual Agreement to be used (if applicable)			71.3 MB	
Pay Stubs				Most recent pay stub requested personnel (if applicable)

Boone County

Personnel Policy Manual

Section 4.6 – Business Travel

4.6: BUSINESS AND TRAVEL EXPENSES:

Employees shall exercise restraint and keep the best interests of the taxpayers in mind when incurring travel expenses to be paid by the County. Administrative Authorities are responsible for authorizing business and travel expenses and for ensuring that employees comply with established policies. Prior to traveling, Administrative Authorities and/or employees are encouraged to review the most recent revisions to these policies.

Administrative Authorities are responsible for documenting and substantiating the business purpose of all expenses to be charged to the County and should be prepared to provide such documentation upon request. Travel expenses incurred by an employee for personal benefit or personal preference shall not be charged to the County. Travel expenses incurred by a family member or friend who may accompany an employee in authorized travel shall not be charged to the County.

Travel expenses are generally paid one of three ways (Refer to “Method of Payment” section below):

1. Payment is made directly to the vendor (i.e., registration, lodging, airfare, etc.). This method is preferred, whenever applicable.
2. Expenses are reimbursed to the employee upon filing a Claim for Reimbursement (i.e., mileage, M&IE per diem, shuttles, etc.).
3. A cash advance is paid to an employee (restricted use only).

Allowable Expenses

1. Meal and Incidental Expenses:

Boone County will reimburse employees for meals and incidental expenses (M&IE) incurred while traveling away from home to perform official County business using the applicable federal per diem rate. M&IE rates are available on the Internet at www.gsa.gov/perdiem . Select a year and click on the state. Rates are set by federal fiscal year, effective beginning each October 1st. CONUS rates will determine the per diem amount. The Standard CONUS rate applies in all areas where a Special CONUS rate has not been established.

4.5: EMERGENCY CLOSING OF COUNTY SERVICES & BUILDINGS:

The Boone County Commission makes the decision to close County offices and departments for any reason or circumstance deemed appropriate or necessary. All employees will receive one (1) hour additional sick leave for each hour County operations are suspended up to a maximum of eight (8) hours. Employees in Offices and Departments that are required to stay open will receive the same amount of sick leave hours added to their balances.

In addition, employees who are in Offices and Departments that close have the options listed in the “*SECTION 4.4 – INCLEMENT WEATHER POLICY*”. This policy does not apply when the offices and departments are closed for official paid holidays.

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4.6: BUSINESS & TRAVEL EXPENSES: (Cont.)

“Travel away from home” is defined by the IRS as overnight travel or travel such that:

- 1) The employee’s duties require them to be away from the general area of their home substantially longer than an ordinary day’s work (must be in travel status 12 hours or more); and
- 2) The employee needs to sleep or rest to meet the demands of their work while away from home. (Merely napping in their car does not satisfy the rest requirement).

If an employee is eligible to receive an M&IE per diem, a pro rata per diem will apply if the County is paying for any of the employee’s meals as part of the registration fee or overall package for the trip, as indicated in brochures or written descriptions of the trip itinerary. A deduction shall be made in the daily travel per diem request. Meals to be included in this per diem reduction will include banquets, buffets, plated meals, or boxed lunches identified in written descriptions relating to the trip schedule, but will not include airline meals, receptions, or continental breakfasts.

Employees are authorized 100 percent per diem for Meals & Incidental Expenses (M&IE), except for the first and last day of official travel. On the first and last day of official travel, employees are authorized 75 percent M&IE. The 75 percent allocation will be applied to the applicable M&IE for the first and last days, after having made any pro-rata adjustments described above. The County shall pay per diem based on all applicable IRS rules and regulations to insure that neither the County nor the employee incurs any tax liability for M&IE.

An Administrative Authority and/or employee may request reimbursement based upon actual expenses, not to exceed the allowable per diem. An Administrative Authority may require an employee to collect or submit receipts to justify meals expenses.

2. Mileage, Airfare, or other Commercial Transportation:

When official travel is authorized, an employee’s private car may be used and mileage reimbursement may be paid at the maximum rate authorized by the IRS, or the rate authorized by the County Commission in the annual budget, if different. The IRS rate is published at several websites, including <http://www.gsa.gov> (search for Privately Owned Vehicle (POV) reimbursement rates) and <http://www.irs.gov/index.html> (search for standard mileage rate.)

For out-of-state travel, the Administrative Authority is responsible for selecting the mode of travel most economical and appropriate for the County. An employee may use an alternate means of transportation (such as driving his/her personal vehicle), if approved by the Administrative Authority. In this event, transportation reimbursement paid to the employee for costs incurred for the alternate means of transportation shall not exceed the amount that would have otherwise been paid for the most economical and appropriate mode of travel.

4.6: BUSINESS & TRAVEL EXPENSES: (Cont.)

Whenever an employee is granted permission to use an alternate means of transportation for out-of-state travel, documentation of the amount that would have otherwise been paid for the most economical and appropriate mode of travel must be provided in order to claim reimbursement for travel expenses. Documentation may include, but is not limited to, travel fare price quotes (net of all usual and customary discounts such as advance booking discounts), quoted parking fees, and quoted taxi service or shuttle service that would have been incurred if the usually acceptable commercial transportation had been used. For airline travel, the quote should reflect the cost of coach class.

Employees traveling in a County car should submit receipts for refueling the County car, if applicable, rather than requesting mileage reimbursement.

3. Rental Car, Cab Fares, Shuttle, or Other Transportation Fees:

Employees may be reimbursed for reasonable expenses such as shuttle service, cab fares, limousine service, bus rides, rental car fees, and other forms of transportation required for business purposes. The employee shall, at all times, attempt to secure the least costly form of transportation. Employees must provide a written explanation for car rental and/or unusual transportation fees. Employees may be requested to provide written justification that the selected transportation was the most suitable and economical means of transportation available.

4. Room Accommodations:

The County pays for single rate occupancy for overnight lodging pertaining to official County business. Employees should inquire about applicable discounts, such as conference rates and government rates.

If motel or hotel accommodations are located in Missouri, a Missouri Tax Exemption Form must be used either at time of reservation or when paying the bill upon checkout. The Tax Exemption Form should be obtained from the Administrative Authority. The County will not pay or reimburse Missouri Sales Tax.

5. Registration Fees for Seminars, Conferences and other Training:

The County will pay the costs for registrations pertaining to authorized training. Employees are encouraged to take advantage of all available discounts.

Methods of Payment

1. Prepayment of Travel Expenses Directly to Vendor

Administrative Authorities may request advance payment for registration, travel fare, meals & incidental expense (M&IE) and room accommodation. Requests for payment should include documentation, consisting of but not limited to, original invoices, official registration forms and confirmations, or official FAX or e-mail confirmations. All prepayments (except for per diem M&IE) will be made payable to the respective agency, organization, airline, travel agency or hotel: checks for these expenses will NOT be made

4.6: BUSINESS & TRAVEL EXPENSES: (Cont.)

payable to the Administrative Authority or employee. However, the checks may be returned to the Administrative Authority or employee for personal delivery, if requested.

2. Reimbursement to Employee

Employees requesting reimbursement for mileage only, may use the *Mileage Claim Form*. Employees requesting reimbursement for mileage and/or other types of travel expenses should use the *Claim for Reimbursement Form*. The form should be completed in its entirety. The form should be signed by the employee and the Administrative Authority.

3. Travel Cash Advance[s] Paid to Employee

An employee may request pre-payment of per diem M&IE by completing and submitting the *Request for Employee Travel Advance* form. Pre-payment of per diem M&IE will be paid directly to the employee.

A request for a travel cash advance must be approved and signed by the Administrative Authority and is restricted to situations requiring at least one overnight stay and where the Administrative Authority believes non-payment of a travel cash advance will impose a financial hardship on the employee. Travel cash advances will not be made for expenses that could have been handled as a prepayment of travel expenses (see above). Supporting documentation justifying the need for the requested amount must be attached to the requisition.

Any unused portion of the travel cash advance must be promptly returned to the Boone County Treasurer. The amount of travel cash advance constitutes indebtedness to the County until liquidated by filing a journal entry and/or a final *Claim for Reimbursement Form*. A copy of the approved *Request for Employee Travel Advance Form* must be attached. These documents should be signed by the Administrative Authority and submitted to the Auditor's Office within 10 days of return from travel. Failure to file the necessary documents may result in a payroll withholding for the amount of the travel cash advance.

4. County Credit Card Use

Employees issued a County travel credit card may only charge items and services for appropriate travel expenses while traveling on County business and they must adhere to all County policies governing credit card usage. Employees should contact their Administrative Authority with any questions regarding use of county credit cards.

(Revised 11/3/05, Effective 1/1/06)

Boone County Procurement Policy
Article 3
Boone County Purchasing Manual

Approved and Adopted by the
Boone County Commission November 10, 1998

Amended October 21, 1999

Amended April 25, 2006; Commission Order #:157-2006

Amended September 20, 2012; Commission Order #: 448-2012

ARTICLE 3--SOURCE SELECTION AND CONTRACT FORMATION

Part A--Methods of Source Selection (for purchases exceeding \$6,000 in a 90 day period)

§3-101 Competitive Sealed Bidding.

(1) *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 (Contracting for Designated Professional Service), 3-104 (Small Purchases), 3-105 (Sole Source Procurement), 3-106 (Emergency Procurements), or 5-401 (Public Announcement and Selection Process) of this Policy.

(2) *Invitation for Bids and Request for Bids.* An Invitation for Bids and Request for Bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

(3) *Public Notice.* All public notices of the Invitation for Bids and Request for Bids shall be given a reasonable time, not less than fifteen (15) calendar days prior to the date set forth therein for the opening of bids. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the bid is left open, with an opening date of 3 days from time of issue to allow for an emergency faxed bid. Such notice may include publication in a newspaper of general circulation of at least five hundred copies per issue a reasonable time prior to bid opening. (50.660 RSMo). The public notice shall state the place, date, and time of bid opening.

(4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids or Request for Bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information). Bids are generally opened in the Purchasing department except for bids greater than \$250,000 and Road Project bids generated by the Public Works department. The County Commission prefers these be opened in a scheduled Commission meeting.

(5) *Bid Award Recommendations.* The Purchasing Department shall present bid award recommendations in two scheduled commission meetings for all contract awards except for bid award recommendations for bids opened in scheduled Commission meetings which may be approved by County Commission during the first reading following the public bid opening.

Policy Revision: July 31, 2007, commission order # 321 -2007

(6) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids or Request for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs,

and total or life cycle costs. The Invitation for Bids or Request for Bids will set forth the evaluation criteria to be used.

(7) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or in such circumstances, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids or Request for Bids prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

(b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

(8) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids or Request for Bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Boone County Auditor, and such bid does not exceed such funds by more than [five] percent, the purchasing agent is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation for Bids or Request for Bids.

(9) *Multi-Step Sealed Bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an Invitation for Bids or Request for Bids may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids or Request for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

§3-102 Competitive Sealed Proposals.

(1) *Conditions for Use.* When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.

(2) *Request for Proposals.* Proposals shall be solicited through a Request for Proposals.

(3) *Public Notice.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be thirty (30) calendar days. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the proposal is left open, with an opening date of 21 days from time of issue.

(4) *Receipt of Proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications

received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award (610.021 RSMo).

(5) *Evaluation Factors.* The Request for Proposals shall state the relative importance of price and other evaluation factors.

(6) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(7) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

§3-103 Contracting for Designated Professional Services.

(1) *Authority.* For the purpose of procuring professional services as defined by the laws of the State of Missouri, any Administrative Authority requiring such services may procure them on its own behalf. No contractor for the services of County Counselor may be awarded without the approval of the Boone County Commission. The Boone County Purchasing department recommends that the following selection procedures be followed in these instances.

(2) *Selection Procedure.*

(a) *Obtain Statement of Qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualification and expressions of interest in providing such professional services. An Administrative Authority using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement. (See sample Exhibit A)

(b) *Provide adequate Public Announcement and Form of Request for Proposals.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-102(3) (Competitive Sealed Proposals, Public Notice); provided the minimum time shall be thirty (30) calendar days. The Request for Proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. Refer to paragraph 3-102 for competitive sealed proposals' procedures.

(c) *Conduct Discussions.* The Administrative Authority procuring the required professional services may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

(d) *Award.* A written award shall be made to the offeror selected by the Administrative Authority procuring the required professional services. The award will be based on the evaluation factors set forth in the request for proposals. If compensations cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated

with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensations is determined to be fair and reasonable.

§3-105 Sole Source Procurement.

A contract of a value in excess of \$6000 may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. The requesting department must complete a Sole Source Request Form and submit it to the Purchasing department. (See attached Exhibit B). The Purchasing department shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The purchasing agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors. Except for regulated utility services, a record of sole source procurements shall be maintained as a public record in the Purchasing department and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The Purchasing Agent will review the record of sole source providers yearly in December, and submit the list of renewals for approval for the next fiscal year to the commissioners in regular session.

Policy Revision: May 22, 2007, commission order #: 212-2007

§3-106 Emergency Procurements.

Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner or liaison Commissioner could enact the emergency purchasing policy to cover whatever goods or services may be necessary to stabilize the County's operations. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented on the *Emergency Procurement Form* and submitted to the Purchasing Department by the requesting department. (See attached Exhibit C) As soon as practicable, a record of each emergency procurement shall be made and maintained in the Purchasing department contract file and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

§3-107 Cancellation of Request for Bid or Request for Proposal.

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

§3-108 Non-Competitive Negotiations.

A contract may be awarded without competition when the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, agree that the required supply, or service item falls under a non-competitive negotiation. Used in those specific instances where competition is nonexistent; or to satisfy certain proprietary conditions caused by the existence of patents, copyrights, secret processes; or the purchase of captive replacement parts, OEM parts or components for equipment, as well as the technical services related to such equipment; as long as governmental policy, rules and regulations do not prohibit them.

Part B--Qualifications and Duties of Bidders and Offerors

§3-201 Responsibility of Bidders and Offerors.

(1) *Determination of Non-responsibility.* Following the bid award, if a bidder or offeror who otherwise would be awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent and retained in the bid file. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or Offeror. The final determination shall be made part of the bid file and be made a public record.

§3-202 Cost or Pricing Data in Capital Projects.

(1) *Required Submissions Relating to the Award of Contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3-102; Competitive Sealed Proposals), or by sole source procurement authority (Section 3-105; Sole Source Procurement).

(2) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
- (b) the contract price is based on established catalogue prices or market prices;
- (c) the contract price is set by law or regulation; or
- (d) it is determined in writing by the purchasing agent, and at the direction of the

Boone County Commission, that the requirements of Section 3-202(1) (Cost or Pricing Data;

Required Submissions Relating to the Award of Contracts) may be waived, and the determination states the reasons for such waiver (i.e. Emergency 3-106).

(3) *Required Submissions Relating to Change Orders or Contract Modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$100,000.

(4) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(a) unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

(b) it is determined in writing by the purchasing agent, and as approved by the Boone County Commission, that the requirements of Section 3-202(3) (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(5) *Certification Required.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(6) *Price Adjustment Provision Required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the County and the contractor.

§3-203 Cost or Price Analysis.

A cost analysis or price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3-101 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

§3-204 Bid and Performance Bonds on Supply or Service Contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Agent or Administrative Authority deems advisable to protect the County's interests. The Purchasing department generally requests bonds and securities for contracts greater than \$25,000, however the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than \$25,000. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. (Bidders submit Bid Bond – in the amount of 5% of bid. Then Contractor submits a Performance Bond and a Labor & Material Bond for full amount of contract amount).

Part C--Types of Contracts and Contract Administration

§3-301 Types of Contracts.

(1) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used. A cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type of contract, or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

(2) *Multi-Term Contracts.*

(a) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

(b) *Determination Prior to Use.* Prior to the utilization of a multi-term contract, it shall be determined in writing by the requesting administrative authority:

(i) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Boone County procurement.

(c) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

(3) *Multiple Source Contracting.*

(a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).

(b) *Limitations on Use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-201 (Competitive Sealed Proposals), and Section 3-106 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie

bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

(c) *Contract and Solicitation Provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

(i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

(ii) the County shall reserve the right to take bids separately if the purchasing agent approves a finding that the supply or service available under the contract will not meet a non-recurring special need of the County.

(d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

(e) *Determination Required.* The purchasing agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the official record.

§3-302 Contract Clauses and Their Administration.

(1) *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing agent, after consultation with the Boone County County Counselor, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

(a) the unilateral right of the County to order in writing changes in the work within the scope of the contract;

(b) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

(c) variations occurring between estimated quantities of work in contract and actual quantities;

(d) defective pricing;

(e) liquidated damages;

(f) specified excuses for delay of nonperformance;

(g) termination of the contract for default;

(h) termination of the contract in whole or in part for the convenience of the County of Boone; (i) suspension of work on a construction project ordered by the County; and

(j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

(i) when the contract is negotiated

(ii) when the contractor provides the site or design; or

(iii) when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) *Price Adjustments.*

(a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the contracting parties may mutually agree; or
- (v) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, as accounted for in accordance with generally accepted accounting practices and subject to the provisions of Article 9 (Appeals and Remedies).

(b) A contractor shall be required to submit cost or pricing data if any adjustment in contracting price is subject to the provisions of Section 3-202 (Cost or Pricing Data).

(3) *Standard Clauses and Their Modification.* The purchasing agent, after consultation with the Boone County Counselor, may establish standard contract clauses for use in Boone County contracts. If the purchasing agent establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

§3-303 Contract Administration.

A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the administrative authority.

§3-304 Right to Inspect Plant.

The County may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

§3-305 Right to Audit Records.

(1) *Audit of Cost or Pricing Data.* The County may at reasonable times and places audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3-202 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

(2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are

pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

§3-306 Reporting of Anti-competitive Practices.

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the state Attorney General and Boone County County Counselor.

§3-307 County Procurement Records.

(1) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the Boone County Clerk for the County in accordance with records retention guidelines and schedules approved by the Missouri Secretary of State.

2013 BUDGET

Boone County Missouri



Dan Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

June E. Pitchford, CPA
Boone County Auditor
Budget Officer

Prosecuting Attorney Summary

Budget Summary

Fund	Dept	Department Name	2011	2012	2013	2013	2013	2013
			Actual	Projected	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
Prosecuting Attorney Operations								
100	1261	Prosecuting Attorney	\$ 1,613,061	\$ 1,610,479	\$ 1,452,349	\$ 228,836	\$ 17,775	\$ 1,698,960
100	1262	Victim Witness	157,227	166,202	176,090	21,743	-	197,833
100	1264	PA Retirement	7,752	7,752	-	7,752	-	7,752
260	2600	PA Training	3,901	5,136	-	4,908	-	4,908
261	2610	PA Tax Collection	75,982	86,469	92,899	3,952	-	96,851
262	2620	PA Contingency	19,999	18,050	-	20,000	-	20,000
263	2630	PA Bad Check Collections	54,340	41,860	15,577	1,615	-	17,192
264	2640	PA Forfeiture Money	8,917	-	-	3,075	-	3,075
290	2903	PA-Law Enf Sales Tax PA-Violence Against	268,438	294,715	301,035	5,872	-	306,907
297	2971	Women	37,161	-	-	-	-	-
		Subtotal	<u>2,246,778</u>	<u>2,230,663</u>	<u>2,037,950</u>	<u>297,753</u>	<u>17,775</u>	<u>2,353,478</u>
Child Support Enforcement								
100	1263	IV-D Child Support	350,786	368,295	173,519	46,031	-	219,550
		Subtotal	<u>350,786</u>	<u>368,295</u>	<u>173,519</u>	<u>46,031</u>	<u>-</u>	<u>219,550</u>
		Total	<u>\$ 2,597,564</u>	<u>\$ 2,598,958</u>	<u>\$ 2,211,469</u>	<u>\$ 343,784</u>	<u>\$ 17,775</u>	<u>\$ 2,573,028</u>

Prosecuting Attorney Summary

Personnel Summary

Position Title	FY		Departmental Funding Source						FY	Change
	2011	2012	Dept. No. 1261	Dept. No. 1262	Dept. No. 1263	Dept. No. 2610	Dept. No. 2630	Dept. No. 2903	2013 Total	
	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	Full-time Equivalent	
Prosecuting Attorney Operations:										
Prosecuting Attorney (Elected)	1.00	1.00	1.00	-	-	-	-	-	1.00	-
First Assistant Prosecuting Attorney	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Assistant Prosecuting Attorney I	10.33	10.00	8.00	-	-	-	-	2.00	10.00	-
Chief Investigator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Investigator	2.33	3.00	1.00	-	-	-	-	2.00	3.00	-
Office Administrator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Witness Location Investigator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Legal Secretary	8.00	7.00	6.00	-	-	-	-	1.00	7.00	-
Criminal Investigations Specialist	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Office Specialist	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Receptionist	1.00	-	-	-	-	-	-	-	-	-
Crime Victim Specialist	1.00	1.00	-	2.00	-	-	-	-	2.00	1.00
Victim Assistant	1.00	1.00	-	-	-	-	-	-	-	(1.00)
Witness Coordinator	1.00	1.00	-	1.00	-	-	-	-	1.00	-
Case Specialist	0.48	0.48	-	0.48	-	-	-	-	0.48	-
Bad Check/Tax Administrator	1.00	1.00	-	-	-	0.75	0.25	-	1.00	-
Account Specialist	1.00	2.00	1.00	-	-	1.00	-	-	2.00	-
Account Specialist PT Pool	0.25	0.25	-	-	-	0.25	-	-	0.25	-
Subtotal	34.39	33.73	23.00	3.48	-	2.00	0.25	5.00	33.73	-
Child Support Enforcement:										
Assistant Prosecuting Attorney I	1.00	1.00	-	-	1.00	-	-	-	1.00	-
Child Support Administrator	1.00	-	-	-	-	-	-	-	-	-
Child Support Budget Administrator	-	1.00	-	-	1.00	-	-	-	1.00	-
Child Support Technician	3.50	4.00	-	-	1.00	-	-	-	1.00	(3.00)
Legal Secretary	1.00	1.00	-	-	-	-	-	-	-	(1.00)
Receptionist	1.00	-	-	-	-	-	-	-	-	-
Subtotal	7.50	7.00	-	-	3.00	-	-	-	3.00	(4.00)
Total FTEs	41.89	40.73	23.00	3.48	3.00	2.00	0.25	5.00	36.73	(4.00)
Overtime	\$ 24,800	\$ 28,800	\$ 20,000	\$ 1,500	\$ -	\$ 2,900	\$ 1,000	\$ 4,200	\$ 29,600	\$ 800

a) The Child Support Administrator was re-classified to Child Support Budget Administrator

b) The Receptionist position was eliminated and a part-time Child Support Technician was increased to full-time.

c) 4.0 FTEs reduced due to budget reductions

Prosecuting Attorney Operations

Annual Budget

1261 PROSECUTING ATTORNEY

100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3411	INTERGOVERNMENTAL REVENUE FEDERAL GRANT REIMBURSE	58,366	79,003	71,876	78,191	0	78,191	1-
	SUBTOTAL *****	58,366	79,003	71,876	78,191	0	78,191	1-
	CHARGES FOR SERVICES							
3528	REIMB PERSONNEL/PROJECTS	25,335	25,346	25,793	25,852	0	25,852	1
3560	COLLECTION FEES	72,650	70,000	90,000	90,000	0	90,000	28
3574	P.A. FEES	122,858	125,000	110,000	110,000	0	110,000	12-
	SUBTOTAL *****	220,844	220,346	225,793	225,852	0	225,852	2
	MISCELLANEOUS							
3835	SALE OF COUNTY FIXED ASSET	0	0	0	0	2,639	2,639	0
	SUBTOTAL *****	0	0	0	0	2,639	2,639	0
	TOTAL REVENUES *****	279,211	299,349	297,669	304,043	2,639	306,682	2
	PERSONAL SERVICES							
10100	SALARIES & WAGES	1,118,411	1,158,652	1,154,762	1,185,601	42,465	1,201,066	3
10110	OVERTIME	18,007	20,000	25,000	20,000	0	20,000	0
10120	HOLIDAY WORKED	233	250	250	250	0	250	0
10200	FICA	84,058	90,186	88,339	92,247	3,249	93,430	3
10300	HEALTH INSURANCE	108,063	108,062	108,062	108,062	1,188	109,250	1
10325	DISABILITY INSURANCE	4,126	3,361	3,361	3,438	45	3,483	3
10350	LIFE INSURANCE	1,197	1,069	1,069	1,069	12	1,081	1
10375	DENTAL INSURANCE	8,098	8,099	8,099	10,783	118	10,901	34
10400	WORKERS COMP	4,903	4,843	4,843	4,764	115	4,806	0
10500	401(A) MATCH PLAN	6,240	7,985	6,075	7,985	97	8,082	1
10510	CERF-EMPLOYER PD CONTRIBUTION	2,914	3,200	245	0	0	0	0
	SUBTOTAL *****	1,356,253	1,405,707	1,400,105	1,434,199	47,289	1,452,349	3
	MATERIALS & SUPPLIES							
22500	SUBSCRIPTIONS/PUBLICATIONS	30,763	26,845	29,500	17,679	0	17,679	34-
23000	OFFICE SUPPLIES	12,521	12,984	12,964	16,100	0	16,100	23
23001	PRINTING	417	800	800	800	0	800	0
23050	OTHER SUPPLIES	243	250	250	250	0	250	0
23200	AMMUNITION	260	275	275	275	0	275	0
23300	UNIFORMS	94	100	100	100	0	100	0
23850	MINOR EQUIP & TOOLS (<\$1000)	482	275	275	275	0	275	0
23855	FURNITURE/FIXTURE <\$1000	0	0	0	1,731	0	1,731	0
	SUBTOTAL *****	44,782	41,529	44,184	37,210	0	37,210	10-
	DUES TRAVEL & TRAINING							
37000	DUES & PROF CERTS/LICENSE	5,245	5,670	5,145	5,670	0	5,670	0
37200	SEMINARS/CONFERENCE/MEETING	1,765	1,650	1,635	1,650	0	1,650	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	696	539	844	828	0	828	53
37230	MEALS & LODGING-TRAINING	2,109	2,945	2,474	2,945	0	2,945	0
	SUBTOTAL *****	9,815	10,804	10,098	11,093	0	11,093	2
	UTILITIES							
48000	TELEPHONES	9,541	11,264	10,500	10,448	0	10,448	7-
48050	CELLULAR TELEPHONES	902	1,068	900	996	0	996	6-
	SUBTOTAL *****	10,443	12,332	11,400	11,444	0	11,444	7-

Prosecuting Attorney Operations

1261 PROSECUTING ATTORNEY
100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
VEHICLE EXPENSE								
59000	MOTORFUEL/GASOLINE	8,314	9,300	6,500	8,100	0	8,100	12-
59010	FUEL SURCHARGE - REIMB TO R&B	0	0	215	220	0	220	0
59030	MOTOR VEHICLE LICENSE FEE	99	50	50	100	0	100	100
59100	VEHICLE REPAIRS/MAINTENANCE	2,367	1,500	1,000	2,400	1,400-	1,000	33-
59105	TIRES	171	690	375	750	250-	500	27-
59110	MECHANICS CHARGE - REIMB R&B	0	0	578	650	0	650	0
59200	LOCAL MILEAGE	367	1,000	250	750	0	750	25-
SUBTOTAL *****		11,319	12,540	8,968	12,970	1,650-	11,320	9-
EQUIP & BLDG MAINTENANCE								
60050	EQUIP SERVICE CONTRACT	3,452	3,566	4,294	4,209	1,675	5,884	65
60200	EQUIP REPAIRS/MAINTENANCE	145	300	150	300	0	300	0
SUBTOTAL *****		3,598	3,866	4,444	4,509	1,675	6,184	59
CONTRACTUAL SERVICES								
71000	INSURANCE AND BONDS	30	0	0	0	0	0	0
71100	OUTSIDE SERVICES	666	1,000	250	1,000	0	1,000	0
71500	BUILDING USE/RENT CHARGE	152,599	121,073	121,073	150,525	0	150,525	24
71600	EQUIP LEASES & METER CHR	127	71	60	60	0	60	15-
SUBTOTAL *****		153,423	122,144	121,383	151,585	0	151,585	24
FIXED ASSET ADDITIONS								
92300	REPLCMENT MACH & EQUIP	0	10,500	9,897	0	0	0	0
92400	REPLCMENT AUTO/TRUCKS	23,425	0	0	0	17,775	17,775	0
SUBTOTAL *****		23,425	10,500	9,897	0	17,775	17,775	69
TOTAL EXPENDITURES *****		1,613,061	1,619,422	1,610,479	1,663,010	65,089	1,698,960	4

1262 VICTIM WITNESS

100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
INTERGOVERNMENTAL REVENUE								
3411	FEDERAL GRANT REIMBURSE	63,145	63,519	67,592	69,780	0	69,780	9
SUBTOTAL *****		63,145	63,519	67,592	69,780	0	69,780	9
CHARGES FOR SERVICES								
3510	COPIES	25	0	591	0	0	0	0
SUBTOTAL *****		25	0	591	0	0	0	0
TOTAL REVENUES *****		63,170	63,519	68,183	69,780	0	69,780	9
PERSONAL SERVICES								
10100	SALARIES & WAGES	129,469	156,885	137,406	137,159	14,460	145,511	7-
10110	OVERTIME	1,478	1,500	1,500	1,500	0	1,500	0
10120	HOLIDAY WORKED	195	200	200	200	0	200	0
10200	FICA	9,064	10,378	10,174	10,622	1,106	11,261	8
10300	HEALTH INSURANCE	14,250	14,250	14,250	14,250	0	14,250	0
10325	DISABILITY INSURANCE	397	317	317	336	28	364	14
10350	LIFE INSURANCE	158	141	141	141	0	141	0
10375	DENTAL INSURANCE	1,068	1,068	1,068	1,422	0	1,422	33
10400	WORKERS COMP	366	366	366	361	27	388	6
10500	401(A) MATCH PLAN	780	1,053	780	1,053	0	1,053	0
SUBTOTAL *****		157,227	186,158	166,202	167,044	15,621	176,090	5-
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	407	318	235	262	0	262	17-
23000	OFFICE SUPPLIES	2,226	1,940	1,940	1,940	0	1,940	0
23001	PRINTING	218	250	250	250	0	250	0
23050	OTHER SUPPLIES	106	250	200	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	371	750	350	750	0	750	0
SUBTOTAL *****		3,329	3,508	2,975	3,452	0	3,452	1-
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTS/LICENSE	400	400	400	400	0	400	0
37200	SEMINARS/CONFEREN/MEETING	330	460	230	460	0	460	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	78	154	86	258	0	258	67
37230	MEALS & LODGING-TRAINING	350	758	227	833	0	833	9
SUBTOTAL *****		1,059	1,772	943	1,951	0	1,951	10

Prosecuting Attorney Operations

1262 VICTIM WITNESS
100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
48000	UTILITIES TELEPHONES	1,624	1,890	1,750	1,690	0	1,690	10-
	SUBTOTAL *****	1,624	1,890	1,750	1,690	0	1,690	10-
	OTHER							
84010	RECEPTION/MEETINGS	79	150	148	150	0	150	0
84600	COURT COSTS	3,378	3,500	2,200	2,500	0	2,500	28-
84700	WITNESS EXPENSES	19,359	6,000	7,850	7,000	0	7,000	16
84800	TRANSCRIPTS-CRIMINAL	6,341	5,000	5,000	5,000	0	5,000	0
	SUBTOTAL *****	29,159	14,650	15,198	14,650	0	14,650	0
	TOTAL EXPENDITURES *****	192,399	207,978	187,068	188,787	15,621	197,833	4-

1264 PA RETIREMENT

100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
86790	OTHER MO PROSECUTOR'S RETIREMEN	7,752	7,752	7,752	7,752	0	7,752	0
	SUBTOTAL *****	7,752	7,752	7,752	7,752	0	7,752	0
	TOTAL EXPENDITURES *****	7,752	7,752	7,752	7,752	0	7,752	0

2600 PA TRAINING

260 PA TRAINING FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3540	CHARGES FOR SERVICES DEFENDANT CRT COSTS&RECOUPMENT	4,412	4,700	4,000	4,000	0	4,000	14-
	SUBTOTAL *****	4,412	4,700	4,000	4,000	0	4,000	14-
	INTEREST							
3711	INT-OVERNIGHT	3	2	2	2	0	2	0
3712	INT-LONG TERM INVEST	16	17	20	15	0	15	11-
3798	INC/DEC IN FV OF INVESTMENTS	6	11	5	0	0	0	0
	SUBTOTAL *****	25	30	27	17	0	17	43-
	TOTAL REVENUES *****	4,438	4,730	4,027	4,017	0	4,017	15-
	DUES TRAVEL & TRAINING							
37200	SEMINARS/CONFEREN/MEETING	1,770	1,610	1,700	1,380	0	1,380	14-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	587	588	736	828	0	828	40
37230	MEALS & LODGING-TRAINING	1,543	2,700	2,700	2,700	0	2,700	0
	SUBTOTAL *****	3,901	4,898	5,136	4,908	0	4,908	0
	TOTAL EXPENDITURES *****	3,901	4,898	5,136	4,908	0	4,908	0

Prosecuting Attorney Operations

2610 PA TAX COLLECTION

261 PA TAX COLLECTION FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3560	CHARGES FOR SERVICES COLLECTION FEES	72,650	70,000	90,000	90,000	0	90,000	28
	SUBTOTAL *****	72,650	70,000	90,000	90,000	0	90,000	28
	INTEREST							
3711	INT-OVERNIGHT	20	20	12	12	0	12	40-
3712	INT-LONG TERM INVEST	114	132	91	70	0	70	46-
3798	INC/DEC IN FV OF INVESTMENTS	36	63	0	21	0	21	66-
	SUBTOTAL *****	172	215	103	103	0	103	52-
	TOTAL REVENUES *****	72,823	70,215	90,103	90,103	0	90,103	28
	PERSONAL SERVICES							
10100	SALARIES & WAGES	62,907	64,064	66,399	73,894	0	73,894	15
10110	OVERTIME	3,514	2,900	2,900	2,900	0	2,900	0
10200	FICA	5,081	5,122	5,294	5,874	0	5,874	14
10300	HEALTH INSURANCE	0	7,125	7,125	8,312	0	8,312	16
10325	DISABILITY INSURANCE	0	166	166	195	0	195	17
10350	LIFE INSURANCE	0	70	70	82	0	82	17
10375	DENTAL INSURANCE	0	534	534	829	0	829	55
10400	WORKERS COMP	191	180	180	199	0	199	10
10500	401(A) MATCH PLAN	0	526	526	614	0	614	16
	SUBTOTAL *****	71,694	80,687	83,194	92,899	0	92,899	15
	MATERIALS & SUPPLIES							
22000	POSTAGE	1,444	1,400	1,700	1,700	0	1,700	21
22500	SUBSCRIPTIONS/PUBLICATIONS	407	332	350	350	0	350	5
23000	OFFICE SUPPLIES	916	1,000	1,000	1,000	0	1,000	0
23001	PRINTING	0	75	75	75	0	75	0
23050	OTHER SUPPLIES	0	50	50	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	100	50	100	0	100	0
23855	FURNITURE/FIXTURE <\$1000	0	0	0	577	0	577	0
	SUBTOTAL *****	2,769	2,957	3,225	3,852	0	3,852	30
	CONTRACTUAL SERVICES							
71100	OUTSIDE SERVICES	19	100	50	100	0	100	0
	SUBTOTAL *****	19	100	50	100	0	100	0
	OTHER							
83922	OTO: TO SPECIAL REVENUE FUND	1,500	0	0	0	0	0	0
	SUBTOTAL *****	1,500	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	75,982	83,744	86,469	96,851	0	96,851	15

2620 PA CONTINGENCY

262 PA CONTINGENCY FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3569	CHARGES FOR SERVICES OTHER FEES	19,964	20,000	20,000	18,050	0	18,050	9-
	SUBTOTAL *****	19,964	20,000	20,000	18,050	0	18,050	9-
	TOTAL REVENUES *****	19,964	20,000	20,000	18,050	0	18,050	9-
	CONTRACTUAL SERVICES							
71105	LEGAL SERVICES	0	500	0	500	0	500	0
	SUBTOTAL *****	0	500	0	500	0	500	0
	OTHER							
84600	COURT COSTS	1,915	3,000	1,000	2,000	0	2,000	33-
84700	WITNESS EXPENSES	9,093	6,500	7,500	7,500	0	7,500	15
84800	TRANSCRIPTS-CRIMINAL	8,916	9,500	9,500	9,500	0	9,500	0
85400	CRIMINAL INVESTIGATION	74	500	50	500	0	500	0
	SUBTOTAL *****	19,999	19,500	18,050	19,500	0	19,500	0
	TOTAL EXPENDITURES *****	19,999	20,000	18,050	20,000	0	20,000	0

Prosecuting Attorney Operations

2630 PA BAD CHECK COLLECTIONS

263 PA BAD CHECK FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM FY BUD
3560	CHARGES FOR SERVICES COLLECTION FEES	57,233	56,000	39,500	39,500	0	39,500	29-
	SUBTOTAL *****	57,233	56,000	39,500	39,500	0	39,500	29-
3798	INTEREST INC/DEC IN FV OF INVESTMENTS	171	0	0	0	0	0	0
	SUBTOTAL *****	172	0	0	0	0	0	0
3892	MISCELLANEOUS DEPOSIT OVERAGE	32	25	25	25	0	25	0
	SUBTOTAL *****	32	25	25	25	0	25	0
3917	OTHER FINANCING SOURCES OTI: FROM SPECIAL REVENUE FUND	1,500	0	0	0	0	0	0
	SUBTOTAL *****	1,500	0	0	0	0	0	0
	TOTAL REVENUES *****	58,937	56,025	39,525	39,525	0	39,525	29-
	PERSONAL SERVICES							
10100	SALARIES & WAGES	34,821	34,417	30,994	27,578	15,465-	12,113	64-
10110	OVERTIME	1,146	900	1,000	1,000	0	1,000	11
10200	FICA	2,722	2,701	2,426	2,186	1,183-	1,003	62-
10300	HEALTH INSURANCE	10,687	3,562	3,562	2,375	1,188-	1,187	66-
10325	DISABILITY INSURANCE	164	99	99	79	45-	34	65-
10350	LIFE INSURANCE	122	35	35	23	12-	11	69-
10375	DENTAL INSURANCE	801	267	267	237	118-	119	55-
10400	WORKERS COMP	105	95	95	74	42-	32	66-
10500	401(A) MATCH PLAN	378	263	97	175	97-	78	70-
	SUBTOTAL *****	50,949	42,339	38,575	33,727	18,150-	15,577	63-
	MATERIALS & SUPPLIES							
22000	POSTAGE	1,009	950	710	710	0	710	25-
23000	OFFICE SUPPLIES	1,217	500	500	500	0	500	0
23001	PRINTING	231	300	300	300	0	300	0
23050	OTHER SUPPLIES	0	50	50	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	100	50	50	0	50	50-
	SUBTOTAL *****	2,458	1,900	1,610	1,610	0	1,610	15-
37000	DUES TRAVEL & TRAINING DUES & PROF CERTS/LICENSE	430	0	0	0	0	0	0
	SUBTOTAL *****	430	0	0	0	0	0	0
60050	EQUIP & BLDG MAINTENANCE EQUIP SERVICE CONTRACT	502	502	1,675	0	0	0	0
	SUBTOTAL *****	502	502	1,675	0	0	0	0
86896	OTHER DEPOSIT SHORTAGE	0	5	0	5	0	5	0
	SUBTOTAL *****	0	5	0	5	0	5	0
	TOTAL EXPENDITURES *****	54,340	44,746	41,860	35,342	18,150-	17,192	61-

Prosecuting Attorney Operations

2640 PA FORFEITURE MONEY

264 PA FORFEITURE FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
	INTEREST							
3711	INT-OVERNIGHT	6	9	3	3	0	3	66-
3712	INT-LONG TERM INVEST	41	63	16	21	0	21	66-
3798	INC/DEC IN FV OF INVESTMENTS	16	30	5	0	0	0	0
	SUBTOTAL *****	64	102	24	24	0	24	76-
	MISCELLANEOUS							
3835	SALE OF COUNTY FIXED ASSET	116	0	0	0	0	0	0
	SUBTOTAL *****	116	0	0	0	0	0	0
	TOTAL REVENUES *****	181	102	24	24	0	24	76-
	DUES TRAVEL & TRAINING							
37200	SEMINARS/CONFEREN/MEETING	0	575	0	575	0	575	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	0	750	0	750	0	750	0
37230	MEALS & LODGING-TRAINING	0	750	0	750	0	750	0
	SUBTOTAL *****	0	2,075	0	2,075	0	2,075	0
	CONTRACTUAL SERVICES							
71100	OUTSIDE SERVICES	0	1,000	0	1,000	0	1,000	0
	SUBTOTAL *****	0	1,000	0	1,000	0	1,000	0
	FIXED ASSET ADDITIONS							
91300	MACHINERY & EQUIPMENT	2,744	0	0	0	0	0	0
91301	COMPUTER HARDWARE	2,012	0	0	0	0	0	0
91302	COMPUTER SOFTWARE	206	0	0	0	0	0	0
92301	REPLC COMPUTER HDWR	3,234	0	0	0	0	0	0
92302	REPLC COMPUTER SOFTWARE	718	0	0	0	0	0	0
	SUBTOTAL *****	8,916	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	8,916	3,075	0	3,075	0	3,075	0

2903 PROSECUTING ATTRNY-LE SALES TX

290 LAW ENFORCEMENT SERVICES FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
	PERSONAL SERVICES							
10100	SALARIES & WAGES	215,538	240,388	236,220	246,611	6,000	246,611	2
10110	OVERTIME	2,561	3,500	4,200	4,200	0	4,200	20
10120	HOLIDAY WORKED	0	0	109	0	0	0	0
10200	FICA	16,551	18,581	18,264	19,187	459	19,187	3
10300	HEALTH INSURANCE	22,562	23,750	23,750	23,750	0	23,750	0
10325	DISABILITY INSURANCE	832	699	699	715	0	715	2
10350	LIFE INSURANCE	250	235	235	235	0	235	0
10375	DENTAL INSURANCE	1,691	1,780	1,780	2,370	0	2,370	33
10400	WORKERS COMP	650	659	659	652	16	652	1-
10500	401(A) MATCH PLAN	1,155	1,755	1,350	1,755	0	1,755	0
10510	CERF-EMPLOYER PD CONTRIBUTION	1,367	1,560	1,378	0	0	1,560	0
	SUBTOTAL *****	263,160	292,907	288,644	299,475	6,475	301,035	2
	MATERIALS & SUPPLIES							
23000	OFFICE SUPPLIES	591	1,000	1,000	1,000	0	1,000	0
23855	FURNITURE/FIXTURE <\$1000	0	0	580	0	0	0	0
	SUBTOTAL *****	591	1,000	1,580	1,000	0	1,000	0
	DUES TRAVEL & TRAINING							
37000	DUES & PROF CERTS/LICENSE	1,230	1,180	1,180	1,180	0	1,180	0
37200	SEMINARS/CONFEREN/MEETING	535	460	460	460	0	460	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	206	154	270	352	0	352	128
37230	MEALS & LODGING-TRAINING	742	600	731	900	0	900	50
	SUBTOTAL *****	2,714	2,394	2,641	2,892	0	2,892	20
	UTILITIES							
48000	TELEPHONES	1,972	2,340	1,850	1,980	0	1,980	15-
	SUBTOTAL *****	1,972	2,340	1,850	1,980	0	1,980	15-
	FIXED ASSET ADDITIONS							
	SUBTOTAL *****	0	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	268,438	298,641	294,715	305,347	6,475	306,907	2

Prosecuting Attorney Operations

2971 PA - VIOLENCE AGAINST WOMEN

297 RECOVERY ACT GRANTS - REIMB

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3411	INTERGOVERNMENTAL REVENUE FEDERAL GRANT REIMBURSE	37,118	0	0	0	0	0	0
	SUBTOTAL *****	37,118	0	0	0	0	0	0
	TOTAL REVENUES *****	37,118	0	0	0	0	0	0
	PERSONAL SERVICES							
10100	SALARIES & WAGES	31,069	0	0	0	0	0	0
10200	FICA	2,304	0	0	0	0	0	0
10300	HEALTH INSURANCE	3,168	0	0	0	0	0	0
10325	DISABILITY INSURANCE	109	0	0	0	0	0	0
10350	LIFE INSURANCE	35	0	0	0	0	0	0
10375	DENTAL INSURANCE	240	0	0	0	0	0	0
10400	WORKERS COMP	101	0	0	0	0	0	0
10500	401 (A) MATCH PLAN	135	0	0	0	0	0	0
	SUBTOTAL *****	37,161	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	37,161	0	0	0	0	0	0

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Child Support Enforcement

Annual Budget

1263 IV-D

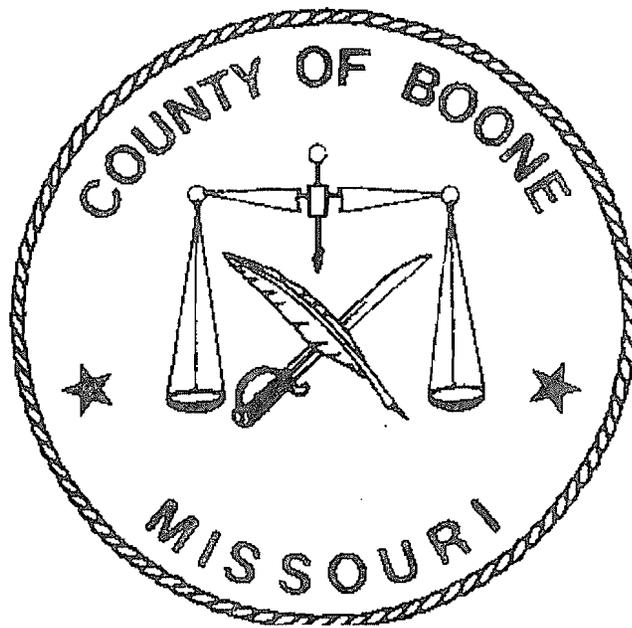
100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3465	INTERGOVERNMENTAL REVENUE FEDERAL REIMBURSE EXPENSES	379,131	388,909	388,909	226,000	0	226,000	41-
	SUBTOTAL *****	379,131	388,909	388,909	226,000	0	226,000	41-
3826	MISCELLANEOUS PRIOR YEAR COST REPAYMENT	0	0	59	0	0	0	0
	SUBTOTAL *****	0	0	59	0	0	0	0
	TOTAL REVENUES *****	379,131	388,909	388,968	226,000	0	226,000	41-
	PERSONAL SERVICES							
10100	SALARIES & WAGES	248,930	263,142	263,158	144,783	3,000	144,783	44-
10110	OVERTIME	22	0	19	0	0	0	0
10200	FICA	16,961	20,130	18,375	11,075	230	11,075	44-
10300	HEALTH INSURANCE	34,041	33,250	33,250	14,250	0	14,250	57-
10325	DISABILITY INSURANCE	927	763	763	419	0	419	45-
10350	LIFE INSURANCE	369	329	329	141	0	141	57-
10375	DENTAL INSURANCE	2,551	2,492	2,492	1,422	0	1,422	42-
10400	WORKERS COMP	780	710	710	376	8	376	47-
10500	401(A) MATCH PLAN	1,845	2,457	1,560	1,053	0	1,053	57-
10600	UNEMPLOYMENT BENEFITS	4,170	2,230	2,230	0	0	0	0
	SUBTOTAL *****	310,598	325,503	322,886	173,519	3,238	173,519	46-
	MATERIALS & SUPPLIES							
22000	POSTAGE	1,100	1,700	900	900	0	900	47-
22500	SUBSCRIPTIONS/PUBLICATIONS	499	500	500	600	0	600	70
23000	OFFICE SUPPLIES	2,326	4,334	4,334	3,288	0	3,288	24-
23001	PRINTING	0	550	550	0	0	0	0
23850	MINOR EQUIP & TOOLS (<\$1000)	597	300	300	300	0	300	0
	SUBTOTAL *****	4,513	7,384	6,584	5,088	0	5,088	31-
	DUES TRAVEL & TRAINING							
37000	DUES & PROF CERTS/LICENSE	150	515	430	610	0	610	18
37200	SEMINARS/CONFERENCE/MEETING	940	330	330	520	0	520	57
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	88	580	300	200	0	200	65-
37230	MEALS & LODGING-TRAINING	212	700	500	219	0	219	68-
	SUBTOTAL *****	1,391	2,125	1,560	1,549	0	1,549	27-
	UTILITIES							
48000	TELEPHONES	3,845	4,530	4,300	2,700	0	2,700	40-
48002	DATA COMMUNICATIONS	0	1,040	1,040	1,040	0	1,040	0
48100	NATURAL GAS	943	3,000	2,300	2,200	0	2,200	26-
48200	ELECTRICITY	4,274	5,700	3,800	4,487	0	4,487	21-
48300	WATER	186	264	250	240	0	240	9-
48400	SOLID WASTE	527	504	504	600	0	600	19
48500	STORM WATER UTILITY	4	0	48	48	0	48	0
48600	SEWER USE	280	226	360	360	0	360	59
	SUBTOTAL *****	10,062	15,264	12,602	11,675	0	11,675	23-
	EQUIP & BLDG MAINTENANCE							
60050	EQUIP SERVICE CONTRACT	1,596	1,350	1,350	1,350	0	1,350	0
60125	CUSTODIAL/JANITORIAL SERV	6,000	6,000	6,000	6,000	0	6,000	0
60200	EQUIP REPAIRS/MAINTENANCE	187	200	200	200	0	200	0
	SUBTOTAL *****	7,783	7,550	7,550	7,550	0	7,550	0
	CONTRACTUAL SERVICES							
70050	SOFTWARE SERVICE CONTRACT	915	1,860	1,860	2,070	0	2,070	11
71000	INSURANCE AND BONDS	93	145	45	50	0	50	65-
71100	OUTSIDE SERVICES	1,552	2,500	2,000	5,289	0	5,289	111
71500	BUILDING USE/RENT CHARGE	13,801	13,208	13,208	12,760	0	12,760	3-
	SUBTOTAL *****	16,362	17,713	17,113	20,169	0	20,169	13
	FIXED ASSET ADDITIONS							
91302	COMPUTER SOFTWARE	74	0	0	0	0	0	0
	SUBTOTAL *****	74	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	350,786	375,339	368,295	219,550	3,238	219,550	41-

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2014 BUDGET

Boone County Missouri



Dan Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

June E. Pitchford, CPA
Boone County Auditor
Budget Officer

Prosecuting Attorney Summary

Budget Summary

Fund	Dept	Department Name	2012	2013	2014	2014	2014	2014
			Actual	Estimated	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
Prosecuting Attorney Operations								
100	1261	Prosecuting Attorney	\$ 1,599,928	\$ 1,693,439	\$ 1,547,740	\$ 214,628	\$ 9,620	\$ 1,771,988
100	1262	Victim Witness	184,675	193,768	188,110	21,876	1,600	211,586
100	1264	PA Retirement	7,752	7,752	-	7,752	-	7,752
260	2600	PA Training	4,897	4,937	-	5,385	-	5,385
261	2610	PA Tax Collection	84,854	97,470	88,133	3,658	-	91,791
262	2620	PA Contingency	11,920	11,500	-	20,000	-	20,000
263	2630	PA Bad Check Collections	39,932	16,665	13,015	1,585	-	14,600
264	2640	PA Forfeiture Money	-	-	-	3,075	-	3,075
265	2650	PA Admin Handling Cost	-	-	-	17,500	-	17,500
290	2903	PA-Law Enf Sales Tax	292,675	304,305	300,585	5,992	-	306,577
		Subtotal	<u>2,226,633</u>	<u>2,329,836</u>	<u>2,137,583</u>	<u>301,451</u>	<u>11,220</u>	<u>2,450,254</u>
Child Support Enforcement								
100	1263	IV-D Child Support	357,920	223,945	181,742	45,542	-	227,284
		Subtotal	<u>357,920</u>	<u>223,945</u>	<u>181,742</u>	<u>45,542</u>	<u>-</u>	<u>227,284</u>
		Total	<u>\$ 2,584,553</u>	<u>\$ 2,553,781</u>	<u>\$ 2,319,325</u>	<u>\$ 346,993</u>	<u>\$ 11,220</u>	<u>\$ 2,677,538</u>

Prosecuting Attorney Summary

Personnel Summary

Position Title			Departmental Funding Source						2014 Total	Change
	2012	2013	Full-time Equivalent Positions							
			Dept. 1261	Dept. 1262	Dept. 1263	Dept. 2610	Dept. 2630	Dept. 2903		
Prosecuting Attorney Operations:										
Prosecuting Attorney (Elected)	1.00	1.00	1.00	-	-	-	-	-	1.00	-
First Assistant Prosecuting Attorney	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Assistant Prosecuting Attorney I	10.00	10.00	8.00	-	-	-	-	2.00	10.00	-
Chief Investigator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Investigator	3.00	3.00	1.00	-	-	-	-	2.00	3.00	-
Office Administrator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Witness Location Investigator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Legal Secretary	7.00	7.00	6.00	-	-	-	-	1.00	7.00	-
Criminal Investigations Specialist	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Office Specialist	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Crime Victim Specialist	1.00	2.00	-	2.00	-	-	-	-	2.00	-
Victim Assistant	1.00	-	-	-	-	-	-	-	-	-
Witness Coordinator	1.00	1.00	-	1.00	-	-	-	-	1.00	-
Case Specialist	0.48	0.48	-	0.48	-	-	-	-	0.48	-
Bad Check /Tax Administrator	1.00	1.00	-	-	-	0.75	0.25	-	1.00	-
Account Specialist	2.00	2.00	1.00	-	-	1.00	-	-	2.00	-
Restitution Assistant	-	-	1.00	-	-	-	-	-	1.00	b 1.00
Account Specialist PT Pool	0.25	0.25	-	-	-	0.25	-	-	0.25	-
Subtotal	33.73	33.73	24.00	3.48	-	2.00	0.25	5.00	34.73	1.00
Child Support Enforcement:										
Assistant Prosecuting Attorney I	1.00	1.00	-	-	1.00	-	-	-	1.00	-
Child Support Budget Administrator	1.00	1.00	-	-	1.00	-	-	-	1.00	-
Child Support Technician	4.00	1.00	a	-	1.00	-	-	-	1.00	-
Legal Secretary	1.00	-	a	-	-	-	-	-	-	-
Receptionist	-	-	-	-	-	-	-	-	-	-
Subtotal	7.00	3.00	-	-	3.00	-	-	-	3.00	-
Total FTEs	40.73	36.73	24.00	3.48	3.00	2.00	0.25	5.00	37.73	1.00
Overtime:	\$ 28,800	\$ 29,600	\$ 20,000	\$1,000	\$ -	\$ 2,500	\$ 1,000	\$ 1,500	\$ 26,000	\$ (3,600)

a) 4.0 FTEs reduced due to budget reductions

b) 1.0 FTE Restitution Assistant added

Prosecuting Attorney Operations

Annual Budget

1261 PROSECUTING ATTORNEY

100 GENERAL FUND

ACCT	DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM PY BUD
INTERGOVERNMENTAL REVENUE								
3411	FEDERAL GRANT REIMBURSE	74,951	78,191	78,303	82,350	0	82,350	5
	SUBTOTAL *****	74,951	78,191	78,303	82,350	0	82,350	5
CHARGES FOR SERVICES								
3528	REIMB PERSONNEL/PROJECTS	25,882	25,852	26,521	26,665	17,500	44,165	70
3560	COLLECTION FEES	90,688	90,000	116,000	100,000	0	100,000	11
3574	P.A. FEES	110,551	110,000	110,000	110,000	0	110,000	0
	SUBTOTAL *****	227,121	225,852	252,521	236,665	17,500	254,165	13
MISCELLANEOUS								
3835	SALE OF COUNTY FIXED ASSET	0	2,639	1,316	0	0	0	100-
	SUBTOTAL *****	0	2,639	1,316	0	0	0	100-
	TOTAL REVENUES *****	302,072	306,682	332,140	319,015	17,500	336,515	10
PERSONAL SERVICES								
10100	SALARIES & WAGES	1,151,295	1,201,066	1,198,004	1,245,018	30,191	1,275,209	6
10110	OVERTIME	20,490	20,000	25,000	20,000	0	20,000	0
10120	HOLIDAY WORKED	286	250	400	250	0	250	0
10200	FICA	86,992	93,430	91,779	96,793	2,310	99,103	6
10300	HEALTH INSURANCE	108,062	109,250	109,250	114,701	4,987	119,688	9
10325	DISABILITY INSURANCE	3,309	3,483	3,483	3,610	88	3,698	6
10350	LIFE INSURANCE	1,045	1,081	1,081	1,081	47	1,128	4
10375	DENTAL INSURANCE	8,099	10,901	10,901	11,500	500	12,000	10
10400	WORKERS COMP	4,843	4,806	4,004	3,997	57	4,054	15-
10500	401(A) MATCH PLAN	6,060	8,082	6,060	11,960	650	12,610	56
10510	CERF-EMPLOYER PD CONTRIBUTION	245	0	0	0	0	0	0
	SUBTOTAL *****	1,390,726	1,452,349	1,449,962	1,508,910	38,930	1,547,740	7
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	32,744	17,679	19,400	17,061	0	17,061	3-
23000	OFFICE SUPPLIES	10,512	16,100	16,100	15,480	0	15,480	3-
23001	PRINTING	443	800	800	700	0	700	12-
23050	OTHER SUPPLIES	252	250	250	250	0	250	0
23200	AMMUNITION	0	275	275	275	0	275	0
23300	UNIFORMS	79	100	100	100	0	100	0
23850	MINOR EQUIP & TOOLS (<\$1000)	448	275	351	275	0	275	0
23855	FURNITURE/FIXTURE <\$1000	0	1,731	1,200	0	0	0	100-
	SUBTOTAL *****	44,478	37,210	38,476	34,141	0	34,141	8-
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	5,145	5,670	5,475	5,545	0	5,545	2-
37200	SEMINARS/CONFEREN/MEETING	1,635	1,705	1,865	1,740	0	1,740	2
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	935	828	1,097	837	0	837	1
37230	MEALS & LODGING-TRAINING	2,740	2,945	2,945	2,808	0	2,808	4-
	SUBTOTAL *****	10,455	11,148	11,382	10,930	0	10,930	2-

Prosecuting Attorney Operations

UTILITIES								
48000	TELEPHONES	9,754	10,448	9,900	10,500	0	10,500	0
48050	CELLULAR TELEPHONES	956	996	975	972	0	972	2-
SUBTOTAL *****		10,710	11,444	10,875	11,472	0	11,472	0
VEHICLE EXPENSE								
59000	MOTORFUEL/GASOLINE	6,501	8,045	6,000	6,000	0	6,000	25-
59010	FUEL SURCHARGE - REIMB TO R&B	207	220	200	200	0	200	9-
59025	MOTOR VEHICLE TITLE EXP	0	0	11	0	0	0	0
59030	MOTOR VEHICLE LICENSING EXP	56	100	99	50	0	50	50-
59100	VEHICLE REPAIRS/MAINTENANCE	790	1,000	500	1,000	0	1,000	0
59105	TIRES	14	500	500	500	0	500	0
59110	MECHANICS CHARGE - REIMB R&B	622	650	400	500	0	500	23-
59200	LOCAL MILEAGE	144	750	250	500	0	500	33-
SUBTOTAL *****		8,334	11,265	7,960	8,750	0	8,750	22-
EQUIP & BLDG MAINTENANCE								
60050	EQUIP SERVICE CONTRACT	4,198	5,884	6,600	6,043	0	6,043	2
60200	EQUIP REPAIRS/MAINTENANCE	0	300	300	300	0	300	0
SUBTOTAL *****		4,198	6,184	6,900	6,343	0	6,343	3
CONTRACTUAL SERVICES								
71100	OUTSIDE SERVICES	0	1,000	500	1,000	0	1,000	0
71500	BUILDING USE/RENT CHARGE	121,073	150,525	150,525	141,932	0	141,932	5-
71600	EQUIP LEASES & METER CHR	59	60	60	60	0	60	0
SUBTOTAL *****		121,132	151,585	151,085	142,992	0	142,992	6-
FIXED ASSET ADDITIONS								
92100	REPLCMENT FURN & FIXTURES	0	0	0	0	9,620	9,620	0
92300	REPLCMENT MACH & EQUIP	9,897	0	0	0	0	0	0
92400	REPLCMENT AUTO/TRUCKS	0	17,775	16,799	0	0	0	100-
SUBTOTAL *****		9,897	17,775	16,799	0	9,620	9,620	46-
TOTAL EXPENDITURES *****		1,599,930	1,698,960	1,693,439	1,723,538	48,450	1,771,988	4

1262 VICTIM WITNESS

100 GENERAL FUND

ACCT	DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	\$CHG FROM FY BUD
INTERGOVERNMENTAL REVENUE								
3411	FEDERAL GRANT REIMBURSE	68,770	69,780	71,971	78,027	0	78,027	11
SUBTOTAL *****		68,770	69,780	71,971	78,027	0	78,027	12
CHARGES FOR SERVICES								
3510	COPIES	619	0	0	0	0	0	0
SUBTOTAL *****		619	0	0	0	0	0	0
TOTAL REVENUES *****		69,389	69,780	71,971	78,027	0	78,027	12
PERSONAL SERVICES								
10100	SALARIES & WAGES	139,677	145,511	146,933	156,041	0	156,041	7
10110	OVERTIME	660	1,500	500	1,000	0	1,000	33-
10120	HOLIDAY WORKED	0	200	100	200	0	200	0
10200	FICA	10,055	11,261	10,793	12,028	0	12,028	6
10300	HEALTH INSURANCE	14,250	14,250	14,250	14,961	0	14,961	4
10325	DISABILITY INSURANCE	316	364	364	381	0	381	4
10350	LIFE INSURANCE	133	141	141	141	0	141	0
10375	DENTAL INSURANCE	1,068	1,422	1,422	1,500	0	1,500	5
10400	WORKERS COMP	366	388	328	298	0	298	23-
10500	401(A) MATCH PLAN	750	1,053	780	1,560	0	1,560	48
SUBTOTAL *****		167,275	176,090	175,611	188,110	0	188,110	7
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	244	262	155	132	0	132	49-
23000	OFFICE SUPPLIES	2,180	1,940	3,010	2,000	0	2,000	3
23001	PRINTING	71	250	250	250	0	250	0
23050	OTHER SUPPLIES	414	250	250	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	453	750	750	750	0	750	0
SUBTOTAL *****		3,362	3,452	3,415	3,382	0	3,382	2-

Prosecuting Attorney Operations

DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	400	400	475	475	0	475	18
37200	SEMINARS/CONFEREN/MEETING	185	460	440	580	0	580	26
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	91	258	262	178	0	178	31-
37230	MEALS & LODGING-TRAINING	223	833	765	936	0	936	12
SUBTOTAL *****		899	1,951	1,942	2,169	0	2,169	11
UTILITIES								
48000	TELEPHONES	1,485	1,690	1,650	1,675	0	1,675	0
SUBTOTAL *****		1,485	1,690	1,650	1,675	0	1,675	1-
OTHER								
84010	RECEPTION/MEETINGS	148	150	150	150	0	150	0
84600	COURT COSTS	1,209	2,500	1,500	2,500	0	2,500	0
84700	WITNESS EXPENSES	7,330	7,000	5,500	7,000	0	7,000	0
84800	TRANSCRIPTS-CRIMINAL	2,967	5,000	4,000	5,000	0	5,000	0
SUBTOTAL *****		11,654	14,650	11,150	14,650	0	14,650	0
FIXED ASSET ADDITIONS								
92100	REPLCMNT FURN & FIXTURES	0	0	0	0	1,600	1,600	0
SUBTOTAL *****		0	0	0	0	1,600	1,600	0
TOTAL EXPENDITURES *****		184,675	197,833	193,768	209,986	1,600	211,586	7

1264 PA RETIREMENT

100 GENERAL FUND

ACCT DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM PY BUD	
OTHER								
86790	MO PROSECUTOR'S RETIREMEN	7,752	7,752	7,752	7,752	0	7,752	0
SUBTOTAL *****		7,752	7,752	7,752	7,752	0	7,752	0
FIXED ASSET ADDITIONS								
92301	REPLC COMPUTER HDWR	0	0	3,294	0	0	0	0
SUBTOTAL *****		0	0	3,294	0	0	0	0
TOTAL EXPENDITURES *****		7,752	7,752	11,046	7,752	0	7,752	0

2600 PA TRAINING

260 PA TRAINING FUND

ACCT DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM PY BUD	
CHARGES FOR SERVICES								
3540	DEFENDANT CRT COSTS&RECOUPMENT	3,975	4,000	4,000	4,000	0	4,000	0
SUBTOTAL *****		3,975	4,000	4,000	4,000	0	4,000	0
INTEREST								
3711	INT-OVERNIGHT	2	2	2	2	0	2	0
3712	INT-LONG TERM INVEST	14	15	15	15	0	15	0
3798	INC/DEC IN FV OF INVESTMENTS	3	0	-15	0	0	0	0
SUBTOTAL *****		19	17	2	17	0	17	0
TOTAL REVENUES *****		3,994	4,017	4,002	4,017	0	4,017	0
DUES TRAVEL & TRAINING								
37200	SEMINARS/CONFEREN/MEETING	1,879	1,410	1,859	1,740	0	1,740	23
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	638	828	463	837	0	837	1
37230	MEALS & LODGING-TRAINING	2,380	2,700	2,615	2,808	0	2,808	4
SUBTOTAL *****		4,897	4,938	4,937	5,385	0	5,385	9
TOTAL EXPENDITURES *****		4,897	4,938	4,937	5,385	0	5,385	9

Prosecuting Attorney Operations

2620 PA CONTINGENCY

262 PA CONTINGENCY FUND

ACCT	DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM FY BUD
CHARGES FOR SERVICES								
3569	OTHER FEES	19,999	18,050	11,920	11,501	0	11,501	36-
	SUBTOTAL *****	19,999	18,050	11,920	11,501	0	11,501	36-
	TOTAL REVENUES *****	19,999	18,050	11,920	11,501	0	11,501	36-
CONTRACTUAL SERVICES								
71105	LEGAL SERVICES	0	500	0	500	0	500	0
	SUBTOTAL *****	0	500	0	500	0	500	0
OTHER								
84600	COURT COSTS	1,080	2,000	1,000	2,000	0	2,000	0
84700	WITNESS EXPENSES	5,088	7,500	3,000	7,500	0	7,500	0
84800	TRANSCRIPTS-CRIMINAL	5,753	9,500	7,500	9,500	0	9,500	0
85400	CRIMINAL INVESTIGATION	0	500	0	500	0	500	0
	SUBTOTAL *****	11,921	19,500	11,500	19,500	0	19,500	0
	TOTAL EXPENDITURES *****	11,921	20,000	11,500	20,000	0	20,000	0

2630 PA BAD CHECK COLLECTIONS

263 PA BAD CHECK FUND

ACCT	DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM FY BUD
CHARGES FOR SERVICES								
3560	COLLECTION FEES	37,729	39,500	30,000	30,000	0	30,000	24-
	SUBTOTAL *****	37,729	39,500	30,000	30,000	0	30,000	24-
MISCELLANEOUS								
3892	DEPOSIT OVERAGE	28	25	25	25	0	25	0
	SUBTOTAL *****	28	25	25	25	0	25	0
	TOTAL REVENUES *****	37,757	39,525	30,025	30,025	0	30,025	24-
PERSONAL SERVICES								
10100	SALARIES & WAGES	30,774	12,113	11,732	9,612	0	9,612	20-
10110	OVERTIME	917	1,000	1,000	1,000	0	1,000	0
10200	FICA	2,395	1,003	956	811	0	811	19-
10300	HEALTH INSURANCE	3,562	1,187	1,187	1,246	0	1,246	4-
10325	DISABILITY INSURANCE	91	34	34	27	0	27	20-
10350	LIFE INSURANCE	34	11	11	11	0	11	0
10375	DENTAL INSURANCE	267	119	119	125	0	125	5
10400	WORKERS COMP	95	32	25	20	0	20	37-
10500	401(A) MATCH PLAN	98	78	101	130	0	163	108
	SUBTOTAL *****	38,233	15,577	15,165	12,982	0	13,015	16-
MATERIALS & SUPPLIES								
22000	POSTAGE	681	710	600	650	0	650	8-
23000	OFFICE SUPPLIES	378	500	500	500	0	500	0
23001	PRINTING	203	300	300	330	0	330	10
23050	OTHER SUPPLIES	0	50	50	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	50	50	50	0	50	0
	SUBTOTAL *****	1,262	1,610	1,500	1,580	0	1,580	2-
EQUIP & BLDG MAINTENANCE								
60050	EQUIP SERVICE CONTRACT	438	0	0	0	0	0	0
	SUBTOTAL *****	438	0	0	0	0	0	0
OTHER								
86896	DEPOSIT SHORTAGE	0	5	0	5	0	5	0
	SUBTOTAL *****	0	5	0	5	0	5	0
	TOTAL EXPENDITURES *****	39,933	17,192	16,665	14,567	0	14,600	15-

Prosecuting Attorney Operations

2640 PA FORFEITURE MONEY

264 PA FORFEITURE FUND

ACCT DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM PY BUD
INTEREST							
3711 INT-OVERNIGHT	3	3	3	3	0	3	0
3712 INT-LONG TERM INVEST	18	21	27	25	0	25	19
3798 INC/DEC IN FV OF INVESTMENTS	3	0	-60	0	0	0	0
SUBTOTAL *****	24	24	-30	28	0	28	17
TOTAL REVENUES *****	24	24	-30	28	0	28	17
DUES TRAVEL & TRAINING							
37200 SEMINARS/CONFEREN/MEETING	0	575	0	575	0	575	0
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	0	750	0	750	0	750	0
37230 MEALS & LODGING-TRAINING	0	750	0	750	0	750	0
SUBTOTAL *****	0	2,075	0	2,075	0	2,075	0
CONTRACTUAL SERVICES							
71100 OUTSIDE SERVICES	0	1,000	0	1,000	0	1,000	0
SUBTOTAL *****	0	1,000	0	1,000	0	1,000	0
TOTAL EXPENDITURES *****	0	3,075	0	3,075	0	3,075	0

2650 PA ADMIN HANDLING COST

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM PY BUD
CHARGES FOR SERVICES							
3560 COLLECTION FEES	0	0	2,300	17,500	0	17,500	0
SUBTOTAL *****	0	0	2,300	17,500	0	17,500	0
TOTAL REVENUES *****	0	0	2,300	17,500	0	17,500	0
CONTRACTUAL SERVICES							
71101 PROFESSIONAL SERVICES	0	0	0	17,500	0	17,500	0
SUBTOTAL *****	0	0	0	17,500	0	17,500	0
TOTAL EXPENDITURES *****	0	0	0	17,500	0	17,500	0

2903 PROSECUTING ATTRNY-LE SALES TX

290 LAW ENFORCEMENT SERVICES FUND

ACCT DESCRIPTION	2012 ACTUAL	2013 BUDGET + REVISIONS	2013 PROJECTED	2014 CORE REQUEST	2014 SUPPLEMENTAL REQUEST	2014 ADOPTED BUDGET	%CHG FROM PY BUD
PERSONAL SERVICES							
10100 SALARIES & WAGES	236,307	246,611	248,517	247,594	0	247,594	0
10110 OVERTIME	3,027	4,200	1,200	1,500	0	1,500	64-
10120 HOLIDAY WORKED	109	0	61	0	0	0	0
10200 FIGA	18,123	19,187	18,338	19,055	0	19,055	0
10300 HEALTH INSURANCE	23,750	23,750	23,750	24,935	0	24,935	4
10325 DISABILITY INSURANCE	680	715	715	718	0	718	0
10350 LIFE INSURANCE	228	235	235	235	0	235	0
10375 DENTAL INSURANCE	1,780	2,370	2,370	2,500	0	2,500	5
10400 WORKERS COMP	659	652	519	473	0	473	27-
10500 401(A) MATCH PLAN	1,395	1,755	1,935	2,600	0	3,575	103
10510 CERF-EMPLOYER PD CONTRIBUTION	1,391	1,560	1,328	0	0	0	100-
SUBTOTAL *****	287,449	301,035	298,968	299,610	0	300,585	0
MATERIALS & SUPPLIES							
23000 OFFICE SUPPLIES	999	1,000	1,000	1,000	0	1,000	0
SUBTOTAL *****	999	1,000	1,000	1,000	0	1,000	0

Prosecuting Attorney Operations

DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	1,180	1,180	905	1,180	0	1,180	0
37200	SEMINARS/CONFEREN/MEETING	460	460	405	580	0	580	26
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	177	352	346	352	0	352	0
37230	MEALS & LODGING-TRAINING	516	900	781	936	0	936	4
	SUBTOTAL *****	<u>2,333</u>	<u>2,892</u>	<u>2,437</u>	<u>3,048</u>	<u>0</u>	<u>3,048</u>	<u>3</u>
UTILITIES								
48000	TELEPHONES	1,895	1,980	1,900	1,920	0	1,920	3-
	SUBTOTAL *****	<u>1,895</u>	<u>1,980</u>	<u>1,900</u>	<u>1,920</u>	<u>0</u>	<u>1,920</u>	<u>3-</u>
CONTRACTUAL SERVICES								
71101	PROFESSIONAL SERVICES	0	0	0	24	0	24	0
	SUBTOTAL *****	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>	<u>0</u>	<u>24</u>	<u>0</u>
	TOTAL EXPENDITURES *****	292,676	306,907	304,305	305,602	0	306,577	0

Decimal values have been truncated.

Child Support Enforcement

Annual Budget

1263 IV-D

100 GENERAL FUND

ACCT	DESCRIPTION	2011 ACTUAL	2012 BUDGET + REVISIONS	2012 PROJECTED	2013 CORE REQUEST	2013 SUPPLEMENTAL REQUEST	2013 ADOPTED BUDGET	%CHG FROM PY BUD
3465	INTERGOVERNMENTAL REVENUE FEDERAL REIMBURSE EXPENSES	379,131	388,909	388,909	226,000	0	226,000	41-
	SUBTOTAL *****	379,131	388,909	388,909	226,000	0	226,000	41-
3826	MISCELLANEOUS PRIOR YEAR COST REPAYMENT	0	0	59	0	0	0	0
	SUBTOTAL *****	0	0	59	0	0	0	0
	TOTAL REVENUES *****	379,131	388,909	388,968	226,000	0	226,000	41-
10100	PERSONAL SERVICES SALARIES & WAGES	248,930	263,142	263,158	144,783	3,000	144,783	44-
10110	OVERTIME	22	0	19	0	0	0	0
10200	FICA	16,961	20,130	18,375	11,075	230	11,075	44-
10300	HEALTH INSURANCE	34,041	33,250	33,250	14,250	0	14,250	57-
10325	DISABILITY INSURANCE	927	763	763	419	0	419	45-
10350	LIFE INSURANCE	369	329	329	141	0	141	57-
10375	DENTAL INSURANCE	2,551	2,492	2,492	1,422	0	1,422	42-
10400	WORKERS COMP	780	710	710	376	8	376	47-
10500	401(A) MATCH PLAN	1,845	2,457	1,560	1,053	0	1,053	57-
10600	UNEMPLOYMENT BENEFITS	4,170	2,230	2,230	0	0	0	0
	SUBTOTAL *****	310,598	325,503	322,886	173,519	3,238	173,519	46-
22000	MATERIALS & SUPPLIES POSTAGE	1,100	1,700	900	900	0	900	47-
22500	SUBSCRIPTIONS/PUBLICATIONS	489	500	500	600	0	600	20
23000	OFFICE SUPPLIES	2,326	4,334	4,334	3,288	0	3,288	24-
23001	PRINTING	0	550	550	0	0	0	0
23850	MINOR EQUIP & TOOLS (<\$1000)	597	300	300	300	0	300	0
	SUBTOTAL *****	4,513	7,384	6,584	5,088	0	5,088	31-
37000	DUES TRAVEL & TRAINING DUES & PROF CERTS/LICENSE	150	515	430	610	0	610	18
37200	SEMINARS/CONFEREN/MEETING	940	330	330	520	0	520	57
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	88	580	300	200	0	200	65-
37230	MEALS & LODGING-TRAINING	212	700	500	219	0	219	68-
	SUBTOTAL *****	1,391	2,125	1,560	1,549	0	1,549	27-
48000	UTILITIES TELEPHONES	3,845	4,530	4,300	2,700	0	2,700	40-
48002	DATA COMMUNICATIONS	0	1,040	1,040	1,040	0	1,040	0
48100	NATURAL GAS	943	3,000	2,300	2,200	0	2,200	26-
48200	ELECTRICITY	4,274	5,700	3,800	4,487	0	4,487	21-
48300	WATER	186	264	250	240	0	240	9-
48400	SOLID WASTE	527	504	504	600	0	600	19
48500	STORM WATER UTILITY	4	0	48	48	0	48	0
48600	SEWER USE	280	226	360	360	0	360	59
	SUBTOTAL *****	10,062	15,264	12,602	11,675	0	11,675	23-
60050	EQUIP & BLDG MAINTENANCE EQUIP SERVICE CONTRACT	1,596	1,350	1,350	1,350	0	1,350	0
60125	CUSTODIAL/JANITORIAL SERV	6,000	6,000	6,000	6,000	0	6,000	0
60200	EQUIP REPAIRS/MAINTENANCE	187	200	200	200	0	200	0
	SUBTOTAL *****	7,783	7,550	7,550	7,550	0	7,550	0
70050	CONTRACTUAL SERVICES SOFTWARE SERVICE CONTRACT	915	1,860	1,860	2,070	0	2,070	11
71000	INSURANCE AND BONDS	93	145	45	50	0	50	65-
71100	OUTSIDE SERVICES	1,552	2,500	2,000	5,289	0	5,289	111
71500	BUILDING USE/RENT CHARGE	13,801	13,208	13,208	12,760	0	12,760	3-
	SUBTOTAL *****	16,362	17,713	17,113	20,169	0	20,169	13
91302	FIXED ASSET ADDITIONS COMPUTER SOFTWARE	74	0	0	0	0	0	0
	SUBTOTAL *****	74	0	0	0	0	0	0
	TOTAL EXPENDITURES *****	350,786	375,539	368,295	219,550	3,238	219,550	41-

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2015 BUDGET

Boone County Missouri



Dan Atwill
Presiding Commissioner

June E. Pitchford, CPA
Boone County Auditor
Budget Officer

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

Prosecuting Attorney Summary

Budget Summary

Fund	Dept	Department Name	2013	2014	2015	2015	2015	2015
			Actual	Estimated	Class 1 Personal Services	Classes 2-8 Other Services and Charges	Class 9 Capital Outlay	Total
Prosecuting Attorney Operations								
100	1261	Prosecuting Attorney	\$ 1,681,767	\$ 1,779,386	\$ 1,742,300	\$ 221,602	\$ 5,273	\$ 1,969,175
100	1262	Victim Witness	198,333	201,491	197,615	26,485	-	224,100
100	1264	PA Retirement	7,752	7,752	-	7,752	-	7,752
260	2600	PA Training	4,937	5,649	-	2,198	-	2,198
261	2610	PA Tax Collection	94,363	82,484	28,278	2,275	-	30,553
262	2620	PA Contingency	7,578	12,800	-	20,000	-	20,000
263	2630	PA Bad Check Collections	16,262	13,059	47,002	1,565	-	48,567
264	2640	PA Forfeiture Money	-	-	-	3,075	-	3,075
265	2650	PA Admin Handling Cost	-	14,000	-	12,000	-	12,000
290	2903	PA-Law Enf Sales Tax	303,219	306,664	331,776	6,564	-	338,340
		Subtotal	<u>2,314,211</u>	<u>2,423,285</u>	<u>2,346,971</u>	<u>303,516</u>	<u>5,273</u>	<u>2,655,760</u>
Child Support Enforcement								
100	1263	IV-D Child Support	218,264	212,727	191,128	25,174	-	216,302
		Subtotal	<u>218,264</u>	<u>212,727</u>	<u>191,128</u>	<u>25,174</u>	<u>-</u>	<u>216,302</u>
		Total	<u>\$ 2,532,475</u>	<u>\$ 2,636,012</u>	<u>\$ 2,538,099</u>	<u>\$ 328,690</u>	<u>\$ 5,273</u>	<u>\$ 2,872,062</u>

Prosecuting Attorney Summary

Personnel Summary

Position Title			Departmental Funding Source						2015 Total	Change
	2013	2014	Full-time Equivalent Positions							
			Dept. 1261	Dept. 1262	Dept. 1263	Dept. 2610	Dept. 2630	Dept. 2903		
Prosecuting Attorney										
Operations:										
Prosecuting Attorney (Elected)	1.00	1.00	1.00	-	-	-	-	-	1.00	-
First Assistant Prosecuting Attorney	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Assistant Prosecuting Attorney II	10.00	10.00	9.00	-	-	-	-	2.00	11.00	1.00
Chief Investigator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Investigator	3.00	3.00	1.00	-	-	-	-	2.00	3.00	-
Office Administrator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Witness Location Investigator	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Legal Assistant I	7.00	7.00	7.00	-	-	-	-	1.00	8.00	1.00
Legal Assistant III	1.00	1.00	1.00	-	-	-	-	-	1.00	-
Office Specialist	1.00	1.00	-	-	-	-	-	-	-	(1.00)
Crime Victim Specialist	1.00	2.00	-	2.00	-	-	-	-	2.00	-
Victim Assistant	1.00	-	1.00	-	-	-	-	-	1.00	1.00
Witness Coordinator	1.00	1.00	-	1.00	-	-	-	-	1.00	-
Case Specialist	0.48	0.48	-	0.48	-	-	-	-	0.48	-
Bad Check /Tax Administrator	1.00	1.00	-	-	-	0.50	0.50	-	1.00	-
Account Specialist	2.00	2.00	1.50	-	-	-	0.50	-	2.00	-
Restitution Assistant	-	1.00	-	-	-	-	-	-	-	(1.00)
Account Specialist PT Pool	0.25	0.25	-	-	-	-	-	-	-	(0.25)
Subtotal	33.73	34.73	25.50	3.48	-	0.50	1.00	5.00	35.48	0.75
Child Support Enforcement:										
Assistant Prosecuting Attorney II	1.00	1.00	-	-	1.00	-	-	-	1.00	-
Legal Assistant III	1.00	1.00	-	-	1.00	-	-	-	1.00	-
Child Support Technician	1.00	1.00	-	-	1.00	-	-	-	1.00	-
Legal Secretary	-	^a	-	-	-	-	-	-	-	-
Receptionist	-	^a	-	-	-	-	-	-	-	-
Subtotal	3.00	3.00	-	-	3.00	-	-	-	3.00	-
Total FTEs	36.73	37.73	25.50	3.48	3.00	0.50	1.00	5.00	38.48	0.75
Overtime	\$ 29,600	\$ 26,000	\$ 25,000	\$1,000	\$ -	\$ 100	\$ 250	\$ 5,000	\$ 31,350	\$ 5,350

a) 4.0 FTEs reduced due to budget reductions

b) 1.0 FTE Restitution Assistant added

Prosecuting Attorney Operations

Annual Budget

1261 PROSECUTING ATTORNEY

100 GENERAL FUND

ACCT DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	CHG FROM PY BUD
INTERGOVERNMENTAL REVENUE							
3411 FEDERAL GRANT REIMBURSE	79,672	82,350	79,672	79,672	0	79,672	3-
SUBTOTAL *****	79,672	82,350	79,672	79,672	0	79,672	3-
CHARGES FOR SERVICES							
3528 REIMB PERSONNEL/PROJECTS	26,433	44,165	41,737	41,240	0	41,240	6-
3560 COLLECTION FEES	105,755	100,000	45,000	45,000	0	45,000	55-
3574 P.A. FEES	110,169	110,000	110,000	110,000	0	110,000	0
SUBTOTAL *****	242,357	254,165	196,737	196,240	0	196,240	23-
MISCELLANEOUS							
3835 SALE OF CAPITAL FIXED ASSET	1,317	0	0	0	0	0	0
SUBTOTAL *****	1,317	0	0	0	0	0	0
TOTAL REVENUES *****	323,346	336,515	276,409	275,912	0	275,912	18-
PERSONAL SERVICES							
10100 SALARIES & WAGES	1,196,984	1,275,209	1,274,577	1,347,869	83,789	1,431,658	12
10110 OVERTIME	21,892	20,000	35,000	25,000	0	25,000	25
10120 HOLIDAY WORKED	447	250	1,250	500	0	500	100
10200 FICA	90,619	99,103	98,530	105,062	6,410	111,472	12
10300 HEALTH INSURANCE	109,250	119,688	114,174	128,088	8,004	136,092	13
10325 DISABILITY INSURANCE	3,447	3,698	3,309	5,121	322	5,443	47
10350 LIFE INSURANCE	1,044	1,128	1,045	1,152	72	1,224	8
10375 DENTAL INSURANCE	10,901	12,000	11,448	12,000	750	12,750	6
10400 WORKERS COMP	4,004	4,054	3,789	4,517	189	4,706	16
10500 401(A) MATCH PLAN	6,205	12,610	11,060	12,480	975	13,455	6
SUBTOTAL *****	1,444,793	1,547,740	1,554,182	1,641,789	100,511	1,742,300	13
MATERIALS & SUPPLIES							
22500 SUBSCRIPTIONS/PUBLICATIONS	18,498	17,061	17,061	17,866	0	17,866	4
23000 OFFICE SUPPLIES	14,059	15,480	15,480	15,340	0	15,340	0
23001 PRINTING	512	700	695	698	0	698	0
23050 OTHER SUPPLIES	207	250	250	250	1,053	1,303	421
23200 AMMUNITION	267	275	275	275	0	275	0
23300 UNIFORMS	0	100	100	100	0	100	0
23850 MINOR EQUIP & TOOLS (<\$1000)	435	275	300	1,170	250	1,420	416
23855 FURNITURE/FIXTURE <\$1000	933	0	0	1,330	295	1,625	0
SUBTOTAL *****	34,911	34,141	34,161	37,029	1,598	38,627	13
DUES TRAVEL & TRAINING							
37000 DUES & PROF CERTIFCTM/LICENSE	5,430	5,545	6,072	6,620	0	6,620	19
37200 SEMINARS/CONFEREN/MEETING	1,705	1,740	1,665	1,740	290	2,050	16
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	1,098	837	878	858	90	948	13
37230 MEALS & LODGING-TRAINING	2,898	2,808	2,275	2,651	235	2,886	2
SUBTOTAL *****	11,131	10,930	10,890	11,869	615	12,484	14

Prosecuting Attorney Operations

UTILITIES								
48000	TELEPHONES	10,272	10,500	10,500	10,500	0	10,500	0
48050	CELLULAR TELEPHONES	945	972	650	588	0	588	39-
48100	NATURAL GAS	0	0	64	96	0	96	0
48200	ELECTRICITY	0	0	300	600	0	600	0
48300	WATER	0	0	25	50	0	50	0
48400	SOLID WASTE	0	0	60	120	0	120	0
48500	STORM WATER UTILITY	0	0	5	10	0	10	0
48600	SEWER USE	0	0	42	72	0	72	0
SUBTOTAL *****		11,217	11,472	11,646	12,036	0	12,036	5
VEHICLE EXPENSE								
59000	MOTORFUEL/GASOLINE	4,856	6,000	5,500	6,000	0	6,000	0
59010	FUEL SURCHARGE - REIMB TO R&B	160	200	175	200	0	200	0
59025	VEHICLE TITLE/LICENSE/PLATES	11	0	0	0	0	0	0
59030	MOTOR VEHICLE LICENSING EXP	99	50	50	100	0	100	100
59100	VEHICLE REPAIRS/MAINTENANCE	315	1,000	800	1,000	0	1,000	0
59105	TIRES	226	500	355	500	0	500	0
59110	MECHANICS CHARGE - REIMB R&B	441	500	520	500	0	500	0
59200	LOCAL MILEAGE	238	500	800	800	0	800	60
SUBTOTAL *****		6,346	8,750	8,200	9,100	0	9,100	4
EQUIP & BLDG MAINTENANCE								
60050	EQUIP SERVICE CONTRACT	5,628	6,043	5,775	6,074	0	6,074	0
60200	EQUIP REPAIRS/MAINTENANCE	74	300	195	300	0	300	0
SUBTOTAL *****		5,702	6,343	5,970	6,374	0	6,374	0
CONTRACTUAL SERVICES								
71000	INSURANCE AND BONDS	0	0	50	50	0	50	0
71100	OUTSIDE SERVICES	283	1,000	1,000	1,000	0	1,000	0
71500	BUILDING USE/RENT CHARGE	150,526	144,002	144,000	141,871	0	141,871	1-
71600	EQUIP LEASES & METER CHR	59	60	60	60	0	60	0
SUBTOTAL *****		150,868	145,062	145,110	142,981	0	142,981	1-
FIXED ASSET ADDITIONS								
91100	FURNITURE AND FIXTURES	0	0	0	0	5,273	5,273	0
92100	REPLCMENT FURN & FIXTURES	0	9,620	9,227	0	0	0	100-
92400	REPLCMENT AUTO/TRUCKS	16,799	0	0	0	0	0	0
SUBTOTAL *****		16,799	9,620	9,227	0	5,273	5,273	45-
TOTAL EXPENDITURES *****		1,681,767	1,774,058	1,779,386	1,861,178	107,997	1,969,175	11

1262 VICTIM WITNESS

100 GENERAL FUND

ACCT	DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM FY BUD
INTERGOVERNMENTAL REVENUE								
3411	FEDERAL GRANT REIMBURSE	72,459	78,027	78,028	78,028	0	82,803	6
SUBTOTAL *****		72,459	78,027	78,028	78,028	0	82,803	6
TOTAL REVENUES *****		72,459	78,027	78,028	78,028	0	82,803	6
PERSONAL SERVICES								
10100	SALARIES & WAGES	154,287	156,041	149,644	163,729	0	163,729	4
10110	OVERTIME	185	1,000	1,000	1,000	0	1,000	0
10120	HOLIDAY WORKED	0	200	200	200	0	200	0
10200	FICA	11,053	12,028	11,035	12,617	0	12,617	4
10300	HEALTH INSURANCE	14,250	14,961	14,961	16,011	0	16,011	7
10325	DISABILITY INSURANCE	351	381	350	525	0	525	37
10350	LIFE INSURANCE	133	141	137	144	0	144	2
10375	DENTAL INSURANCE	1,422	1,500	1,500	1,500	0	1,500	0
10400	WORKERS COMP	328	298	286	329	0	329	10
10500	401(A) MATCH PLAN	800	1,560	1,300	1,560	0	1,560	0
SUBTOTAL *****		182,809	188,110	180,413	197,615	0	197,615	5
MATERIALS & SUPPLIES								
22500	SUBSCRIPTIONS/PUBLICATIONS	155	132	132	132	0	132	0
23000	OFFICE SUPPLIES	2,010	2,000	2,056	2,300	0	2,300	15
23001	PRINTING	0	250	210	320	0	320	28
23050	OTHER SUPPLIES	0	250	250	250	0	250	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	675	750	750	0	750	11
23855	FURNITURE/FIXTURE <\$1000	0	0	69	0	0	0	0
SUBTOTAL *****		2,165	3,307	3,467	3,752	0	3,752	13

Prosecuting Attorney Operations

DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	500	475	500	475	0	475	0
37200	SEMINARS/CONFEREN/MEETING	440	580	545	435	0	435	25-
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	263	178	210	93	0	93	47-
37230	MEALS & LODGING-TRAINING	739	936	1,081	705	0	705	24-
	SUBTOTAL *****	1,942	2,169	2,336	1,708	0	1,708	21-
UTILITIES								
48000	TELEPHONES	1,552	1,675	1,600	1,600	0	1,600	4-
	SUBTOTAL *****	1,552	1,675	1,600	1,600	0	1,600	4-
OTHER								
84010	RECEPTION/MEETINGS	150	150	0	150	0	4,925	183
84600	COURT COSTS	470	2,500	1,000	2,500	0	2,500	0
84700	WITNESS EXPENSES	4,607	7,000	6,000	7,000	0	7,000	0
84800	TRANSCRIPTS-CRIMINAL	4,640	5,000	5,000	5,000	0	5,000	0
	SUBTOTAL *****	9,867	14,650	12,000	14,650	0	19,425	33
FIXED ASSET ADDITIONS								
92100	REPLCMENT FURN & FIXTURES	0	1,675	1,675	0	0	0	100-
	SUBTOTAL *****	0	1,675	1,675	0	0	0	100-
	TOTAL EXPENDITURES *****	198,335	211,586	201,491	219,325	0	224,100	6

1264 PA RETIREMENT

100 GENERAL FUND

<u>ACCT DESCRIPTION</u>	<u>2013 ACTUAL</u>	<u>2014 BUDGET + REVISIONS</u>	<u>2014 PROJECTED</u>	<u>2015 CORE REQUEST</u>	<u>2015 SUPPLEMENTAL REQUEST</u>	<u>2015 ADOPTED BUDGET</u>	<u>%CHG FROM PY BUD</u>
OTHER							
86790 MO PROSECUTOR'S RETIREMEN	7,752	7,752	7,752	7,752	0	7,752	0
SUBTOTAL *****	7,752	7,752	7,752	7,752	0	7,752	0
TOTAL EXPENDITURES *****	7,752	7,752	7,752	7,752	0	7,752	0

2600 PA TRAINING

260 PA TRAINING FUND

<u>ACCT DESCRIPTION</u>	<u>2013 ACTUAL</u>	<u>2014 BUDGET + REVISIONS</u>	<u>2014 PROJECTED</u>	<u>2015 CORE REQUEST</u>	<u>2015 SUPPLEMENTAL REQUEST</u>	<u>2015 ADOPTED BUDGET</u>	<u>%CHG FROM PY BUD</u>
CHARGES FOR SERVICES							
3540 DEFENDANT CRT COSTS&RECOUPMENT	3,649	4,000	3,285	3,285	0	3,285	17-
SUBTOTAL *****	3,649	4,000	3,285	3,285	0	3,285	18-
INTEREST							
3711 INT-OVERNIGHT	1	2	2	2	0	2	0
3712 INT-LONG TERM INVEST	12	15	13	13	0	13	13-
3798 INC/DEC IN FV OF INVESTMENTS	-15	0	0	0	0	0	0
SUBTOTAL *****	-2	17	15	15	0	15	12-
TOTAL REVENUES *****	3,647	4,017	3,300	3,300	0	3,300	18-
DUES TRAVEL & TRAINING							
37200 SEMINARS/CONFEREN/MEETING	1,859	1,740	1,795	1,740	0	1,740	0
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	464	837	838	94	0	94	88-
37230 MEALS & LODGING-TRAINING	2,615	2,808	3,016	364	0	364	87-
SUBTOTAL *****	4,938	5,385	5,649	2,198	0	2,198	59-
TOTAL EXPENDITURES *****	4,938	5,385	5,649	2,198	0	2,198	59-

Prosecuting Attorney Operations

2620 PA CONTINGENCY

262 PA CONTINGENCY FUND

ACCT	DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM FY BUD
CHARGES FOR SERVICES								
3569	OTHER FEES	11,921	11,501	7,578	12,800	0	12,800	11
	SUBTOTAL *****	11,921	11,501	7,578	12,800	0	12,800	11
	TOTAL REVENUES *****	11,921	11,501	7,578	12,800	0	12,800	11
CONTRACTUAL SERVICES								
71105	LEGAL SERVICES	0	500	0	500	0	500	0
	SUBTOTAL *****	0	500	0	500	0	500	0
OTHER								
84600	COURT COSTS	144	2,000	300	2,000	0	2,000	0
84700	WITNESS EXPENSES	3,336	7,500	5,000	7,500	0	7,500	0
84800	TRANSCRIPTS-CRIMINAL	4,098	9,500	7,500	9,500	0	9,500	0
85400	CRIMINAL INVESTIGATION	0	500	0	500	0	500	0
	SUBTOTAL *****	7,578	19,500	12,800	19,500	0	19,500	0
	TOTAL EXPENDITURES *****	7,578	20,000	12,800	20,000	0	20,000	0

2630 PA BAD CHECK COLLECTIONS

263 PA BAD CHECK FUND

ACCT	DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM FY BUD
CHARGES FOR SERVICES								
3560	COLLECTION FEES	32,580	30,000	25,000	30,000	0	30,000	0
	SUBTOTAL *****	32,580	30,000	25,000	30,000	0	30,000	0
MISCELLANEOUS								
3892	DEPOSIT OVERAGE	21	25	30	25	0	25	0
	SUBTOTAL *****	21	25	30	25	0	25	0
	TOTAL REVENUES *****	32,601	30,025	25,030	30,025	0	30,025	0
PERSONAL SERVICES								
10100	SALARIES & WAGES	12,076	9,612	9,041	47,890	-17,789	36,725	282
10110	OVERTIME	448	1,000	250	250	0	250	75-
10200	FICA	942	811	711	3,682	-1,361	2,828	248
10300	HEALTH INSURANCE	1,187	1,246	1,247	8,005	-2,667	5,977	379
10325	DISABILITY INSURANCE	40	27	24	181	-71	126	366
10350	LIFE INSURANCE	14	11	11	72	-24	48	336
10375	DENTAL INSURANCE	119	125	125	750	-250	500	300
10400	WORKERS COMP	25	20	25	96	-37	93	365
10500	401(A) MATCH PLAN	79	163	163	780	-325	455	179
	SUBTOTAL *****	14,930	13,015	11,597	61,706	-22,524	47,002	261
MATERIALS & SUPPLIES								
22000	POSTAGE	598	650	550	550	0	550	15-
23000	OFFICE SUPPLIES	498	500	500	500	0	500	0
23001	PRINTING	236	330	407	410	0	410	24
23050	OTHER SUPPLIES	0	50	0	50	0	50	0
23850	MINOR EQUIP & TOOLS (<\$1000)	0	50	0	50	0	50	0
	SUBTOTAL *****	1,332	1,580	1,457	1,560	0	1,560	1-
OTHER								
86896	DEPOSIT SHORTAGE	0	5	5	5	0	5	0
	SUBTOTAL *****	0	5	5	5	0	5	0
	TOTAL EXPENDITURES *****	16,262	14,600	13,059	63,271	-22,524	48,567	233

Prosecuting Attorney Operations

2640 PA FORFEITURE MONEY

264 PA FORFEITURE FUND

ACCT DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM FY BUD
INTEREST							
3711 INT-OVERNIGHT	3	3	3	3	0	3	0
3712 INT-LONG TERM INVEST	30	25	26	26	0	26	4
3798 INC/DEC IN FV OF INVESTMENTS	-29	0	0	0	0	0	0
SUBTOTAL *****	4	28	29	29	0	29	4
TOTAL REVENUES *****	4	28	29	29	0	29	4
DUES TRAVEL & TRAINING							
37200 SEMINARS/CONFEREN/MEETING	0	575	0	575	0	575	0
37220 TRAVEL (AIRFARE, MILEAGE, ETC)	0	750	0	750	0	750	0
37230 MEALS & LODGING-TRAINING	0	750	0	750	0	750	0
SUBTOTAL *****	0	2,075	0	2,075	0	2,075	0
CONTRACTUAL SERVICES							
71100 OUTSIDE SERVICES	0	1,000	0	1,000	0	1,000	0
SUBTOTAL *****	0	1,000	0	1,000	0	1,000	0
TOTAL EXPENDITURES *****	0	3,075	0	3,075	0	3,075	0

2650 PA ADMIN HANDLING COST

265 PA ADMIN HANDLING COST FUND

ACCT DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM FY BUD
CHARGES FOR SERVICES							
3560 COLLECTION FEES	2,800	17,500	12,000	12,000	0	12,000	31-
SUBTOTAL *****	2,800	17,500	12,000	12,000	0	12,000	31-
INTEREST							
3711 INT-OVERNIGHT	0	0	5	5	0	5	0
3712 INT-LONG TERM INVEST	4	0	35	35	0	35	0
3798 INC/DEC IN FV OF INVESTMENTS	-1	0	0	0	0	0	0
SUBTOTAL *****	3	0	40	40	0	40	0
MISCELLANEOUS							
3892 DEPOSIT OVERAGE	0	0	5	10	0	10	0
SUBTOTAL *****	0	0	5	10	0	10	0
TOTAL REVENUES *****	2,803	17,500	12,045	12,050	0	12,050	31-
CONTRACTUAL SERVICES							
71101 PROFESSIONAL SERVICES	0	17,500	14,000	12,000	0	12,000	31-
SUBTOTAL *****	0	17,500	14,000	12,000	0	12,000	31-
TOTAL EXPENDITURES *****	0	17,500	14,000	12,000	0	12,000	31-

Prosecuting Attorney Operations

2903 PROSECUTING ATRRNY-LE SALES TX

290 LAW ENFORCEMENT SERVICES FUND

ACCT	DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM FY BUD
PERSONAL SERVICES								
10100	SALARIES & WAGES	247,446	247,594	248,156	260,064	0	260,064	5
10110	OVERTIME	1,437	1,500	2,000	5,000	0	5,000	233
10120	HOLIDAY WORKED	60	0	100	100	0	100	0
10200	FICA	18,892	19,055	19,054	20,285	0	20,285	6
10300	HEALTH INSURANCE	23,750	24,935	24,935	26,685	0	39,467	58
10325	DISABILITY INSURANCE	698	718	658	988	0	988	37
10350	LIFE INSURANCE	228	235	228	240	0	240	2
10375	DENTAL INSURANCE	2,370	2,500	2,500	2,500	0	2,500	0
10400	WORKERS COMP	519	473	468	532	0	532	12
10500	401(A) MATCH PLAN	1,860	3,575	2,340	2,600	0	2,600	27-
10510	CERF-EMPLOYER PD CONTRIBUTION	1,363	0	0	0	0	0	0
	SUBTOTAL *****	298,623	300,565	300,439	318,994	0	331,776	10
MATERIALS & SUPPLIES								
23000	OFFICE SUPPLIES	275	1,000	1,360	1,360	0	1,360	36
	SUBTOTAL *****	275	1,000	1,360	1,360	0	1,360	36
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	905	1,180	1,180	1,390	0	1,390	17
37200	SEMINARS/CONFEREN/MEETING	405	580	580	580	0	580	0
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	346	352	225	358	0	358	1
37230	MEALS & LODGING-TRAINING	782	936	936	940	0	940	0
	SUBTOTAL *****	2,438	3,048	2,921	3,268	0	3,268	7
UTILITIES								
48000	TELEPHONES	1,874	1,920	1,920	1,920	0	1,920	0
	SUBTOTAL *****	1,874	1,920	1,920	1,920	0	1,920	0
CONTRACTUAL SERVICES								
71101	PROFESSIONAL SERVICES	9	24	24	16	0	16	33-
	SUBTOTAL *****	9	24	24	16	0	16	33-
	TOTAL EXPENDITURES *****	303,219	306,577	306,664	325,558	0	338,340	10

Decimal values have been truncated.

Child Support Enforcement

Annual Budget

1263 IV-D

100 GENERAL FUND

ACCT	DESCRIPTION	2013 ACTUAL	2014 BUDGET + REVISIONS	2014 PROJECTED	2015 CORE REQUEST	2015 SUPPLEMENTAL REQUEST	2015 ADOPTED BUDGET	%CHG FROM PY BUD
INTERGOVERNMENTAL REVENUE								
3465	FEDERAL REIMBURSE EXPENSES	219,819	226,000	200,000	226,000	0	226,000	0
	SUBTOTAL *****	219,819	226,000	200,000	226,000	0	226,000	0
	TOTAL REVENUES *****	219,819	226,000	200,000	226,000	0	226,000	0
PERSONAL SERVICES								
10100	SALARIES & WAGES	144,645	151,282	151,723	158,842	0	158,842	5
10110	OVERTIME	34	0	0	0	0	0	0
10200	FICA	9,653	11,573	10,670	12,151	0	12,151	4
10300	HEALTH INSURANCE	14,250	14,961	14,961	16,011	0	16,011	7
10325	DISABILITY INSURANCE	442	438	402	603	0	603	37
10350	LIFE INSURANCE	137	141	137	144	0	144	2
10375	DENTAL INSURANCE	1,422	1,500	1,500	1,500	0	1,500	0
10400	WORKERS COMP	317	287	273	317	0	317	10
10500	401 (A) MATCH PLAN	800	1,560	1,300	1,560	0	1,560	0
10600	UNEMPLOYMENT BENEFITS	10,754	0	0	0	0	0	0
	SUBTOTAL *****	182,454	181,742	180,966	191,128	0	191,128	5
MATERIALS & SUPPLIES								
22000	POSTAGE	559	650	500	460	0	460	29-
22500	SUBSCRIPTIONS/PUBLICATIONS	2,091	1,584	1,584	2,029	0	2,029	28
23000	OFFICE SUPPLIES	1,638	2,850	1,500	1,602	0	1,602	43-
23850	MINOR EQUIP & TOOLS (<\$1000)	200	0	423	0	0	0	0
	SUBTOTAL *****	4,488	5,084	4,007	4,091	0	4,091	20-
DUES TRAVEL & TRAINING								
37000	DUES & PROF CERTIFCTN/LICENSE	430	610	610	565	0	565	7-
37200	SEMINARS/CONFEREN/MEETING	675	500	850	580	0	580	16
37220	TRAVEL (AIRFARE, MILEAGE, ETC)	436	459	459	169	0	169	63-
37230	MEALS & LODGING-TRAINING	1,174	1,047	1,047	240	0	240	77-
	SUBTOTAL *****	2,715	2,616	2,966	1,554	0	1,554	41-
UTILITIES								
48000	TELEPHONES	3,129	2,580	2,580	2,384	0	2,384	7-
48002	DATA COMMUNICATIONS	240	240	240	440	0	440	83
48100	NATURAL GAS	1,149	2,340	1,447	1,006	0	1,006	57-
48200	ELECTRICITY	4,013	4,546	2,273	1,955	0	1,955	57-
48300	WATER	144	240	160	103	0	103	57-
48400	SOLID WASTE	666	666	460	286	0	286	57-
48500	STORM WATER UTILITY	48	48	48	21	0	21	56-
48600	SEWER USE	317	360	245	155	0	155	56-
	SUBTOTAL *****	9,706	11,020	7,453	6,350	0	6,350	42-
EQUIP & BLDG MAINTENANCE								
60050	EQUIP SERVICE CONTRACT	480	525	525	1,188	0	1,188	126
60125	CUSTODIAL/JANITORIAL SERV	500	4,696	4,000	2,140	0	2,140	54-
	SUBTOTAL *****	980	5,221	4,525	3,328	0	3,328	36-
CONTRACTUAL SERVICES								
70050	SOFTWARE SERVICE CONTRACT	435	1,560	1,560	1,725	0	1,725	10
71000	INSURANCE AND BONDS	0	0	0	100	0	100	0
71100	OUTSIDE SERVICES	1,432	1,500	750	750	0	750	50-
71500	BUILDING USE/RENT CHARGE	12,760	15,167	10,500	7,276	0	7,276	52-
	SUBTOTAL *****	14,627	18,227	12,810	9,851	0	9,851	46-
FIXED ASSET ADDITIONS								
91301	COMPUTER HARDWARE	0	652	0	0	0	0	100-
92301	REPLC COMPUTER HDWR	3,295	652	0	0	0	0	100-
	SUBTOTAL *****	3,295	1,304	0	0	0	0	100-
	TOTAL EXPENDITURES *****	218,265	225,214	212,727	216,302	0	216,302	4-

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JOB DESCRIPTION

BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE

CASE SPECIALIST – William Haws
VICTIM RESPONSE TEAM
STATUS: FULL-TIME

RESPONSIBILITIES:

The responsibilities of the Case Specialist in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Review felony cases which include murders, robberies, assaults & sex crimes to identify victims of crime.
- Effectively communicate with victims of crime that are undergoing emotional trauma.
- Interview victims to assist them to prepare for testifying in court.
- Provide crisis intervention and case management assistance for victims of felony crimes and their families.
- Facilitate communication between the crime victim and the designated Assistant Prosecuting Attorney.
- Orient victims to the judicial process, advise them of their rights, and accompany them to court proceedings.
- Provide victims with assistance in filing applications for Crime Victims' Compensation
- Notify crime victims of court events and assist them with completing Victim Impact Statements.
- Provide crime victims and their families with information regarding post-conviction victim services.
- *Any other duties as designated by the Chief Investigator, Office Administrator or Prosecuting Attorneys.*

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

High School Diploma and a minimum of 5 years related experience and/or training;
equivalent combination of education & experience

Victim related experience preferred

Clear criminal record (excluding minor traffic violations)

Excellent oral and written communication skills

Possess a valid driver's license

Educated in cultural awareness and possess the ability to communicate and be non-biased to others who may have a different ethnic, socio-economic background, race or religion.

Thorough knowledge of the judicial process

Knowledge of local area referral services.

Ability to work independently as well as part of a team to meet the needs of victims of crime.

JOB DESCRIPTION

BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE

CRIME VICTIM SPECIALIST – Jessica Watson
VICTIM RESPONSE TEAM
STATUS: FULL-TIME

RESPONSIBILITIES:

The responsibilities of the Crime Victim Specialist in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Contact and assist victims of crime and their families with problems related to the crime.
- Provide crisis counseling to victims in situational crisis, i.e. victims of rape, victims of domestic violence and families of homicide victims.
- Provide brief counseling for parents of children who have been sexually abused.
- Assess needs of victims of crime, provide support and recommend and locate community resources for services.
- Collaborate with social service agencies for additional resource referral contacts for all victims of crime.
- Review all new case files to identify victims, with special emphasis on child victims of crime, sexual assault, domestic violence and victims of DWI accidents.
- Interview and provide emotional support for victims of crime.
- Consult and collaborate with attorneys, investigators and other staff members regarding care, problems and solutions for victims of crime.
- Orient victims to the judicial process.
- Provide information to victims with regard to all court appearances and case status.
- Orient child victims to courtroom practices, procedures and personnel.
- Provide victims with assistance in filing applications for Crime Victim's Compensation.
- Escort victims to court.
- Supervise social work student interns, including training, consultation and performance evaluation.
- Provide information of post-conviction activity by Board of Probation & Parole.
- *Any other duties as designated by the Chief Investigator or Prosecuting Attorney.*

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Masters degree in social work, counseling or psychology

Minimum of 2 years experience in related field

Excellent oral and written communication skills

Ability to communicate and assist children and adults

Educated in cultural awareness and possess the ability to communicate and be non-biased to others who may have a different ethnic, socio-economic background, race or religion.

Thorough knowledge of the judicial process

Thorough knowledge of the issues of domestic violence.

Thorough knowledge of the issues of sexual assault for both adults and children.

Knowledge of local area referral services.

Educated in child development and/or child psychology.

Ability to work independently as well as part of a team to meet the needs of victims of crime.

JOB DESCRIPTION

BOONE COUNTY PROSECUTING ATTORNEY'S OFFICE

CRIME VICTIM SPECIALIST – To Be Hired
VICTIM RESPONSE TEAM
STATUS: FULL-TIME

RESPONSIBILITIES:

The responsibilities of the Crime Victim Specialist in the Boone County Prosecuting Attorney's Office include, but are not limited to the following:

- Contact and assist victims of crime and their families with problems related to the crime.
- Provide crisis counseling to victims in situational crisis, i.e. victims of rape, victims of domestic violence and families of homicide victims.
- Assess needs of victims of crime, provide support and recommend and locate community resources for services.
- Collaborate with social service agencies for additional resource referral contacts for all victims of crime.
- Review all new case files to identify victims, with special emphasis on victims of robbery, burglary, weapons, felony assault, felony domestic and sexual assault.
- Interview and provide emotional support for victims of crime.
- Consult and collaborate with attorneys, investigators and other staff members regarding care, problems and solutions for victims of crime.
- Orient victims to the judicial process.
- Provide information to victims with regard to all court appearances and case status.
- Orient victims to courtroom practices, procedures and personnel.
- Provide victims with assistance in filing applications for Crime Victim's Compensation.
- Escort victims to court.
- Provide information of post-conviction activity by Board of Probation & Parole.
- *Any other duties as designated by the Chief Investigator or Prosecuting Attorney.*

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Masters degree in social work, counseling or psychology

Minimum of 2 years experience in related field

Excellent oral and written communication skills

Ability to communicate and assist children and adults

Educated in cultural awareness and possess the ability to communicate and be non-biased to others who may have a different ethnic, socio-economic background, race or religion.

Thorough knowledge of the judicial process

Thorough knowledge of the issues of domestic violence.

Thorough knowledge of the issues of sexual assault for both adults and children.

Knowledge of local area referral services.

Educated in child development and/or child psychology.

Ability to work independently as well as part of a team to meet the needs of victims of crime.

Memorandum of Agreement

Domestic Violence is perhaps the largest violence issue our society deals with. It permeates our families, our schools, our workplaces and every facet of our social and criminal justice systems.

Each year, more than 1,000 women – almost three per day – die because of domestic violence at the hands of a husband, boyfriend, or other “intimate.” The project known as the DOMestic Violence Enforcement Unit (DOVE) is a continued collaborative effort of the Boone County Sheriff’s Department, the Columbia Police Department, the Boone County Prosecutor’s Office, and True North of Columbia. The Domestic Violence Enforcement Unit’s (DOVE) mission is to investigate selected domestic violence cases, promote deterrence, assist victims, interrupt the cycle of violence and its continuation from one generation to the next, and aid local and regional efforts to respond to domestic violence. This project is currently funded through the STOP Violence Against Women Grant Program.

SAFETY AND DIGNITY

The first desire for the victims of domestic violence and sexual assault is that they are made safe and treated with dignity.

All victims of domestic and sexual violence deserve to be treated with dignity and respect. True North of Columbia provides emergency shelter for victims of domestic violence in Columbia, Missouri and the surrounding mid-Missouri area. Highly trained professional and volunteer staff members are available twenty four hours a day, seven days a week to address the issues of domestic violence. Emergency shelter, counseling, advocacy, and referral service to other agencies are some of what is provided by True North. Additionally, True North has a twenty four hour hotline with an advocate system for both court and non-court related issues. In addition, as a member of the DOVE Unit, True North provides a victim advocate who serves as an active member, coordinating on-going service delivery for victims working with/through the legal and judicial systems. In addition, True North provides advocates who can be on-site during the immediate aftermath of a domestic violence incident, freeing law enforcement officials to focus on building a case while ensuring the victim receives immediate crisis intervention and aftercare. These advocates, too, are a part of the DOVE Unit. This close, cooperative relationship allows for immediate response to selected calls of domestic violence. This collaborative effort provides twenty

four hour assistance in obtaining Orders of Protection and all services provided (directly or indirectly) are done so to ensure the safety and dignified treatment of domestic violence survivors.

BALANCING THE SYSTEM

The civil court system should accommodate and support the domestic violence victim in a non-intimidating atmosphere.

Often the victims who are most at risk are the same persons who are most intimidated by the civil court system designed to afford them protection.

With the help of this project the DOVE Unit members strive to offset some of the disadvantages victims of domestic violence often suffer as a consequence of having been in a violent relationship. The Domestic Violence Enforcement Unit helps victims find assistance to follow through with and obtain full orders of protection that include an entire range of relief. This is a critical part of any comprehensive effort to accomplish long-term solutions to these problems.

RESPONSE AND INVESTIGATION

The initial response to domestic violence and the ensuing investigation so often affect or determine the final outcome.

In many, if not most instances, the initial point of contact for domestic violence is law enforcement. It is crucial that this response be more than cursory. The attitudes and actions of the first responding law enforcement officers often shape the relationship that the victim has with the legal and criminal justice system. That first responding officer's investigation and follow-up investigation largely determines the ability of the judicial and criminal justice system to respond to the needs of the victim. Three law enforcement officers staff the Domestic Violence Enforcement Unit. The Boone County Sheriff's Department provides one deputy to the program, and the Columbia Police Department provides two officers to the program. The Domestic Violence Enforcement Unit investigators review all reported domestic violence cases in Boone County. The program members immediately respond on cases where it is evident their services would be able to assist the investigation and provide vital services to the domestic violence victim. The Domestic Violence Enforcement Unit investigators also assist in training and educating other law enforcement officers in the Boone County, Missouri, area concerning domestic violence cases and/or other cases involving violence against women (such as sexual assault, rape, etc.)

These investigators are also available to offer technical assistance relating to domestic violence cases to other departments in the central Missouri geographical area.

PROSECUTION AND COURTS

The effective handling of domestic violence cases in the judicial system is a key element. Abusers must be held accountable for past conduct and intervention must occur to alter future conduct.

The Boone County Prosecutor's Office has two assistant prosecuting attorneys and two victim advocates assigned to the Domestic Violence Enforcement Unit. Having two attorneys and two victim advocates dedicated to domestic violence prosecution enables us to increase victim contact and expedite the disposition of these cases in the Boone County judicial system. Once abusers are identified it is crucial that they be dealt with effectively and efficiently. The Domestic Violence Enforcement Unit prosecution component provides direction on handling offenders and ensures that cases are managed in a consistent and appropriate fashion. The Domestic Violence docket facilitates the timely disposition of criminal cases. This includes a quick return date on bonds (10 days), expedited settings for preliminary hearings, and consolidation of the cases on four distinct dockets with one judge and a set group of prosecutors and public defenders. The expedited court process improves the level of service to victims of domestic violence and ensures that offenders begin serving a jail sentence or treatment in a timely fashion. The domestic assault court coordinator (DACC) is vital to the court's ability to concentrate on cases involving domestic violence. The DACC serves as the court's liaison to prosecutors, defense counsel, and law enforcement, and aids in the efficient adjudication of domestic violence cases. The DACC is especially critical to the implementation and monitoring of the court's batterers' intervention program, MEND.

DOMESTIC VIOLENCE ENFORCEMENT UNIT GOAL

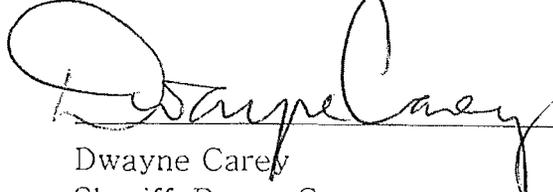
Establishment of arrest, summoning, prosecution, and court appearance policies which provide for initial appearance in court on charges for actions resulting in domestic violence targeting women within nine working days of the offense.

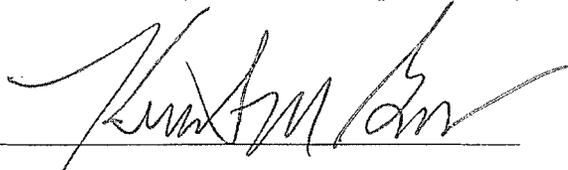
Through the STOP Violence Against Women Grant funding, DOVE partnerships have strengthened the law enforcement and criminal justice system's response to domestic violence targeting women, and have increased the utilization of

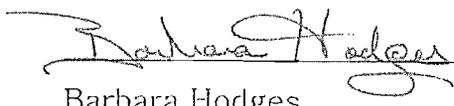
services available to women who are victims of domestic violence and have enabled us to develop and implement collaborative community-based systemic programs to address domestic violence targeting women.

Agencies, and we the undersigned individuals, herein express our support of this Memorandum of Agreement and the protocols as written for the Domestic Violence Enforcement Unit.


Daniel K. Knight
Boone County Prosecuting Attorney


Dwayne Carey
Sheriff, Boone County

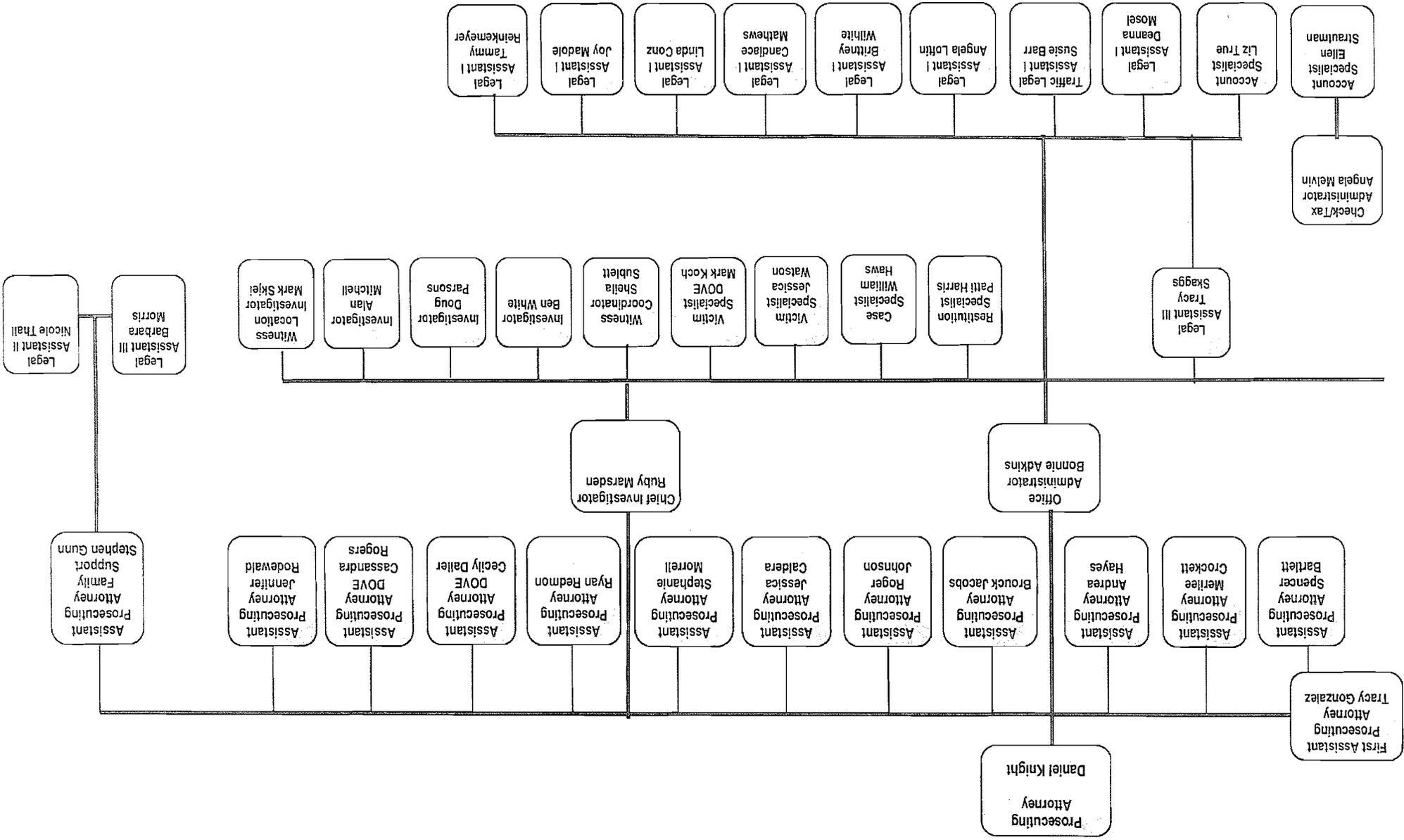

Ken Burton
Chief of Police, Columbia


Barbara Hodges
Executive Director
True North of Columbia, Inc.


Christy Blakemore
Circuit Clerk, Boone County

Date: September, 2015

Boone County Prosecuting Attorney Organizational Chart



PAYROLL



Tom Darrough
Boone County Treasurer

NO 463395

DATE 9/25/2015

ONE THOUSAND FIVE HUNDRED FORTY-SIX AND 23/100***** \$ *****1,546.23

VOID AFTER 180 DAYS

PAY TO WILLIAM HAWS
THE ORDER
OF

DIRECT DEPOSITED TO:

NON NEGOTIABLE

Detach and Retain for your Records

COUNTY OF BOONE EARNINGS AND DEDUCTIONS STATEMENT

PAY PERIOD	9/07/2015 THRU 9/20/2015	HOURS TYPE	EARNED	AVAILABLE	MAXIMUM
CHECK DATE	9/25/2015	VACATION			
SN	XXX-XX	SICK		12.00	
NAME	WILLIAM HAWS	FLS COMP			
TITLE	CASE SPECIALIST	REG COMP			
DEPT	VICTIM WITNESS				

EARNINGS				DEDUCTIONS		
Description	Rate	Hours	Gross	Description	Current	Y-T-D
REGULAR	26.80	72.00	1,929.60	FEDERAL INCOME TAX	158.20	1443.40
				FICA - SOCIAL SECURITY	119.64	1163.13
				FICA - MEDICARE	27.98	272.03
				MISSOURI STATE TAX	77.55	724.71
FEDERAL MARITAL STATUS M # OF DEPENDENTS 2						
STATE MARITAL STATUS M # OF DEPENDENTS 2						

SUMMARY	TOTAL GROSS	CAFETERIA	FEDERAL GROSS	DEDUCTIONS	NET PAY
CURRENT YEAR	1,929.60		1,929.60	383.37	1,546.23



Tom Darrough
Boone County Treasurer

NO 463398

DATE 9/25/2015

NINE HUNDRED SEVENTY-SEVEN AND 52/100***** \$ *****977.52

VOID AFTER 180 DAYS

PAY TO JESSICA ANN WATSON
THE ORDER
OF

DIRECT DEPOSITED TO:

NON NEGOTIABLE

Detach and Retain for your Records

COUNTY OF BOONE EARNINGS AND DEDUCTIONS STATEMENT

PAY PERIOD	9/07/2015 THRU 9/20/2015	HOURS TYPE	EARNED	AVAILABLE	MAXIMUM
CHECK DATE	9/25/2015	VACATION	4.6154	68.05	360.00
SSN	XXX-XX-	SICK	3.6923	48.00	
NAME	JESSICA ANN WATSON	FLS COMP			
TITLE	CRIME VICTIM SPECIALIST	REG COMP			
DEPT	VICTIM WITNESS				

EARNINGS				DEDUCTIONS		
Description	Rate	Hours	Gross	Description	Current	Y-T-D
REGULAR	21.41	72.00	1,541.52	CERF 401(A) DEDUCTION	11.99	239.06
HOLIDAY	21.41	8.00	171.28	CERF 6% PENSION DEDUCT *	102.77	2049.03
				CHILD CARE *	208.33	3749.94
				DENTAL INSURANCE *	20.35	366.30
				DEPENDENT HEALTH INSUR *	175.84	3165.12
				FEDERAL INCOME TAX	70.40	1515.86
				FICA - SOCIAL SECURITY	80.82	1660.27
				FICA - MEDICARE	18.90	388.27
				MISSOURI STATE TAX	41.14	859.23
				VISION INSURANCE *	4.74	90.06
FEDERAL MARITAL STATUS M # OF DEPENDENTS 1						
STATE MARITAL STATUS M # OF DEPENDENTS 1						

SUMMARY	TOTAL GROSS	CAFETERIA	FEDERAL GROSS	DEDUCTIONS	NET PAY
CURRENT YEAR	1,712.80	409.26	1,188.78	735.28	977.52
YEAR TO DATE	24,119.92	7,371.42	24,490.41	14,083.14	20,066.78

EVAWI – Conference

End Violence Against Women International

- On-line information and registration form 2016 conference
- Estimated Airfare cost – Orlando, Florida (cheaptickets.com used for estimate)
- Per diem – 2016 – Orlando, Florida (oa.mo.gov chart used – 2017 rates not yet available)



EVAWI

End Violence Against Women International

Enter A Search Term

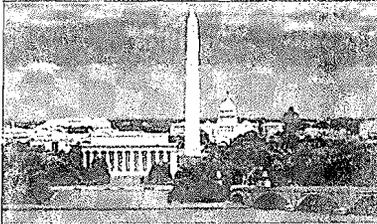
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Upcoming Conferences



EVAWI Presents an **International Conference on Sexual Assault, Domestic Violence, and Engaging Men & Boys**

March 22 - 24, 2016

Washington Hilton
Washington, DC

<http://www3.hilton.com/en/hotels/district-of-columbia/washington-hilton-DCAWHHH/index.html>

Pre-Conference Details

Conference Details

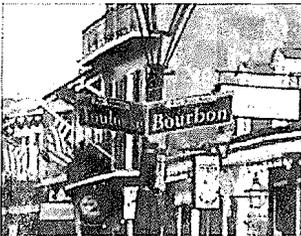
Register Now

Save the Dates!

Future EVAWI Conferences:

- 2017: April 18-20, Hilton Orlando, Orlando, FL
- 2018: April 3-5, Hilton Chicago, Chicago, IL
- 2019: April 23-25, Sheraton San Diego Hotel & Marina, San Diego, CA
- 2020: April 14-16, Washington Hilton, Washington, DC
- 2021: April 6-8, Sheraton Boston, Boston, MA
- 2022: April 19-21, San Fransisco, CA
- 2023: April 11-13, Hilton Chicago, Chicago, IL
- 2024: April 2-4, Marriott Marquis, Atlanta GA
- 2025: April 22-24, Anaheim Marriott, Anaheim, CA
- 2026: April 7-9, Sheraton New Orleans, New Orleans, LA
- 2027: March 31-April 2, Washington Hilton, Washington, DC

Past Conferences



International Conference on Sexual Assault, Domestic Violence and Campus Responses

April 7 - 9, 2015

Hilton New Orleans Riverside
New Orleans, LA

[View Conference Details](#)

To view additional past conferences, please click [here](#).





2016 International Conference on Sexual Assault,
Domestic Violence, and Engaging Men & Boys
Registration Form

Washington, DC -- March 22-24, 2016

Online Registration is available at www.evawintl.org

Personal Information: Please type or print clearly. This information will be used to create your name badge and certificate.

Name (First, MI, Last): _____

Title: _____ Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Phone: _____ Email: _____

Position/Field: (Please select the category that describes your position)

- | | |
|---|--|
| <input type="checkbox"/> Criminal Justice Professional | <input type="checkbox"/> Tribal Groups / Agencies / Representatives |
| <input type="checkbox"/> Victim Advocate | <input type="checkbox"/> Faith-Based Organizations / Spiritual Leaders |
| <input type="checkbox"/> Health Care / Forensic Examiner | <input type="checkbox"/> Military |
| <input type="checkbox"/> Social Worker | <input type="checkbox"/> Multidisciplinary Group |
| <input type="checkbox"/> Human Services / Government Agencies | <input type="checkbox"/> Other |
| <input type="checkbox"/> Education / Campus Professional | |

Accommodations: Every effort will be made to accommodate advance requests; on-site requests cannot be guaranteed. Please contact Kathryn Brown at kathryn@evawintl.org with any questions.

Please specify any special needs, e.g. ASL interpreter, ADA accessibility, nursing mother.

Dietary Restrictions:

Vegan Vegetarian Gluten Free Food Allergies (Please specify) _____

Fees: To take advantage of an early-bird discount, payment must be received or postmarked by:

- \$445.00 – December 1, 2015 (\$100 early-bird discount)
- \$495.00 – February 1, 2016 (\$50 early-bird discount)
- \$545.00 – After February 1, 2016
- \$395.00 – Full Time Student (Valid student ID and/or course schedule indicating current enrollment in 12 or more semester credits, or the equivalent, must be included with this form.)

Team Discounts: Team discounts are available for teams of 5 or more. Register 4 people and the 5th registration is FREE! Register online for a TEAM REGISTRATION to receive a discount code.



2016 International Conference on Sexual Assault,
Domestic Violence, and Engaging Men & Boys
Registration Form

Conference Fees Include:

- 3 days of training and course materials
- 3 continental breakfasts
- 3 lunches and afternoon beverage breaks

Continuing Education:

EVAWI currently provides Continuing Education (CE) contact hours for **Nurses** and **Social Workers** only. Because of the varying needs and costs associated, we are not able to provide CE contact hours for other disciplines at this time.

\$25.00 – Continuing Education Fee – Nurse – License # Required: _____
 Social Worker

Method of Payment: (Make checks payable to **EVAWI**)

Check Money Order Purchase Order #: _____

Credit Card (check one): Visa MasterCard Discover

Credit Card #: _____ Exp. Date: _____

Security Code (3 digit number on back of card): _____ Cardholder Telephone: _____

Cardholder Name: _____

Cardholder Billing Address: _____

City: _____ State: _____ Zip: _____

Cardholder Signature: _____

Refunds & Cancellation Policy: Cancellation requests must be received by February 19, 2016. No refunds will be given after this date. Cancellation and refund requests must be made in writing and must be emailed to jessica@evawintl.org or faxed to 774-404-7108. An administrative fee of \$100 applies to all cancellations. Refunds are processed 30-45 days following your request. Please contact jessica@evawintl.org for additional information.

Substitutions: If you have registered and you want to avoid a cancellation fee, you may substitute your registration with a colleague or co-worker. To make a substitution, complete a new manual conference registration form for the substitute participant. When completed, the original registrant should email info@evawintl.org and attach the new registration form. The email must include the following information:

- A request for a substitution
- The name of the original registrant (must be the person making the request)
- The name of the substitute and a completed registration form

Please send this form and payment to:
EVAWI, P.O. Box 33, Addy, WA 99101-0033 | Fax 509-684-9801 | info@evawintl.org

Cost Estimate – Airfare – End Violence Against Women International Conference Orlando, Florida – April 18-20, 2017



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Orlando, FL [\(ORL\)](#) to St Louis, MO [\(STL\)](#)

Sun, Apr 17, 2016
Thu, Apr 21, 2016

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PER DIEM – FOR TRAINING – EVAWI – APRIL 18-20 – HILTON, ORLANDO, FLORIDA

OA.MO.GOV CHART

2017 RATES ARE NOT AVAILABLE YET

Out of State Rates Effective November 1, 2009-June 30, 2016						
State	Primary Destination	County	Meal Rates	Breakfast	Lunch	Dinner
Florida	Orlando	Orange	\$40	\$7	\$11	\$22

32nd International Symposium on Child Abuse

- On-line information 2016 conference (registration form not yet available)
- On-line information and registration form 2015 conference
- Estimated Airfare cost (cheaptickets.com used for estimate)
- Per diem – 2016 – Huntsville, Alabama (oa.mo.gov chart used)

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International Symposium on Child Abuse

32nd International Symposium on Child Abuse

Keynote Speaker

NCAC Training

Online Training

Southern Regional Children's Advocacy Center

Poly-victimization Training Series

32nd International Symposium on Child Abuse



THIS CONFERENCE IS FOR:

Administration • Child Protective Services • Forensic Interviewing • Human Trafficking/Sexual Exploitation • Law Enforcement • Medical • Mental Health/Treatment • Prevention • Prosecution/Legal • Secondary Traumatic Stress • Victim Advocacy

Dynamic Speakers and Workshops

#NCACSympo

The 32nd International Symposium on Child Abuse offers over 130 workshops and is one of the few conferences that addresses all aspects of child maltreatment, including, but not limited to physical abuse, sexual abuse, neglect, exposure to violence, poly-victimization, exploitation, intervention, trafficking, and prevention.

Opening Plenary Keynote Speaker: Kim Lear

The Community Advantage: Building strong communities of support and productivity in the workplace.

Networking Opportunities

The Symposium welcomes more than 1,200 participants from around the world belonging to a variety of backgrounds, organizations, and agencies. Registration fee includes hospitality and networking events each evening, with transportation between official hotels and Symposium venues.

Leading Industry Exhibits

Come learn, gather ideas, and shop! Over 50 exhibiting organizations are onsite featuring leading programs and services for the child maltreatment field. Network and share best practices with colleagues.

The *International Symposium on Child Abuse* has hosted and trained professionals in the field of child abuse for over 31 years and continues to be one of the leading child abuse conferences worldwide. Exhibitor, Advertising, and Sponsorship opportunities are available.

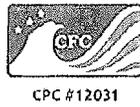
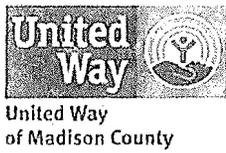
Registration Coming Soon!

See Why You Should Come to Symposium (video)

Exhibitor Package

Sponsorship Package

For more information, contact Amy Boyd.



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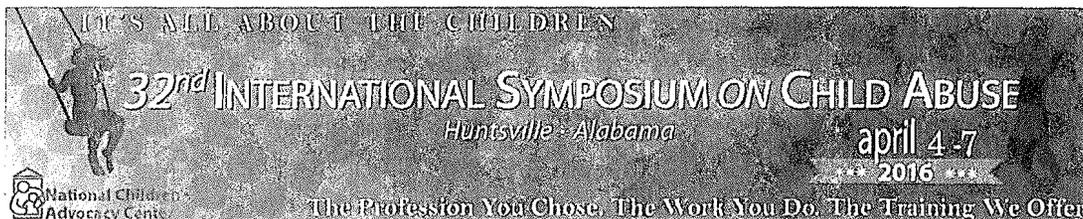
NCAC Training

Online Training

Southern Regional Children's
Advocacy Center

Poly-victimization Training
Series

Keynote Speaker



Opening Plenary Session
Tuesday, April 5, 2016
8:30 a.m.-10:00 a.m.

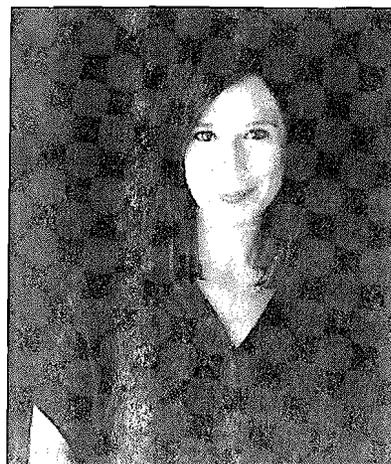
The Community Advantage: Building strong communities of support and productivity in the workplace.

There are social upheavals afloat that change the way we interact with the world—24/7 media, an “always on” work culture, rapid technological advancements and more. There is a communal longing for a deeper sense of fulfillment, satisfaction, productivity and authenticity in the workplace. In an intense and emotionally charged field—such as child abuse—building strong communities in the workplace is crucial in order to avoid burn out and keep talent engaged. In this session we'll identify what strong communities look like from different generational perspectives and how we can all augment our communication to create more authentic relationships in the workforce. Through data, stories, multimedia components and humor, we'll see the world through the eyes of another person in order to better understand and appreciate different perspectives.

Speaker - Kim Lear

Kim Lear is a speaker, writer, strategist, and researcher who explores how emerging trends impact the future of our workforce and marketplace. For the past four years, she has worked with a research and consulting firm studying Millennial trends and generational dynamics. Now, as the founder and content director of *Inlay Insights*, Kim is at the forefront of cutting edge research to uncover cultural shifts that revolutionize how organizations engage employees, partners, and clients. She is known for her ability to use a mix of data, storytelling, humor and actionable takeaways to discuss the trends that most impact the functioning of teams and the bottom line of organizations.

Kim has keynoted for some of the most renowned companies in the world. She has received rave reviews from clients such as *Disney, Cisco Systems, Wells Fargo, Best Buy, Mastercard, American Express, General Mills, Linked In* and more. In addition to speaking, Kim has written multiple whitepapers on the topic of generational wealth transfer in the finance sector, urban planning and housing trends and emerging food trends.



A researcher to the very core, Kim has earned the reputation of “stal nerd,” employing hard-hitting statistics to accentuate her points and make her message come alive. She is a sought after expert and has been featured in national publications such as NPR, *The Wall Street Journal, The Huffington Post, USA Today* and more.

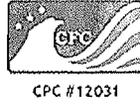
Kim lives and works in Minneapolis where she is currently running a research initiative to identify how to best lead and sell in an age of distraction.

When not delving into the minutia of human behavior, you can find Kim paddleboarding, planning an overseas adventure or binge watching *Breaking Bad* (again).

About *Inlay Insights*

Inlay is a social insights company. We identify emerging cultural trends that will impact the future of the way we work, the way we buy, what we choose and what we think. We put those trends to work for businesses, marketers and researchers.

Through inside access to top universities and some of the best companies in the world, *Inlay Insights* brings clients holistic and actionable perspectives on the new world of work and the needs of the new consumer.



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Articles

Registration Information for the 31st International Symposium on Child Abuse



Register Now for the 31st International Symposium on Child Abuse

March 23-26, 2015

Von Braun Center
700 Monroe Street
Huntsville, Alabama 35801

Early Registration Fee: \$469
After January 23, 2015 Registration Fee: \$519

Register Now

For registration by check, military order, or purchase order, use printable registration form.

The registration fee includes access to all Symposium workshops; daily continental breakfast and lunch; Joe's Hospitality Room on Monday and Tuesday evenings, Wednesday evening Band Party; and transportation between official hotels and Symposium venues.

Symposium check-in/registration opens Monday, March 23, 4:30 p.m.- 6:30 p.m., Von Braun Center, South Hall. The Opening Plenary Session begins on Tuesday, March 24, 8:30 a.m.

Workshops sessions begin on Tuesday, March 24, 10:30 a.m. and conclude on Thursday, March 26, 4:30 p.m.



Pre-Conference Sessions

Pre-conference sessions will be available on Monday, March 23, 9:00 a.m. - 4:30 p.m. There is a separate registration fee of \$99 for the Pre-Conference Sessions, which includes lunch. Pre-Conference check-in/registration opens Monday, March 23 at 8:30 a.m. at the Von Braun Center, South Hall Pre-Function Area.

Registration for Pre-Conference Sessions may be done during the registration process for Symposium by selecting the Pre-Conference option. It is possible to register for a Pre-Conference Session without registering for Symposium.

Pre-Conference Registration Fee: \$99

Register Now

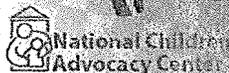
IT'S ALL ABOUT THE CHILDREN

31st INTERNATIONAL SYMPOSIUM ON CHILD ABUSE

Huntsville - Alabama

march 23-26

*** 2015 ***



The Profession You Chose. The Work You Do. The Training We Offer.

Attendee Information (Please Print)

First and Last Name: _____

Agency: _____

Address: _____

City, State, Zip: _____

Work Phone: _____

Email Address: _____

Are you a Federal Employee: If yes, check here _____

Discipline: (Please check the one that most closely describes your current position)

To mark an "X" in the box below, double click on the box, under, "Default Value," select, "Checked" and then click, "OK"

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Child Protective Services | <input type="checkbox"/> Forensic Interview Specialist | <input type="checkbox"/> Law Enforcement |
| <input type="checkbox"/> Legal | <input type="checkbox"/> Medical | <input type="checkbox"/> Mental Health/Treatment | <input type="checkbox"/> Prevention |
| <input type="checkbox"/> Victim Advocate | <input type="checkbox"/> Other (please specify): _____ | | |

Conference Registration Rates Per Person:

When paying by Check or Money Order:

- \$469 – on or before January 23, 2015
- \$519 – after January 23, 2015

When paying by Military Voucher or Purchase Order:

- \$519 – regardless of registration date

Pre-Conference Sessions:

Held on Monday, March 23, 2015, 9:00 a.m. – 4:00 p.m.

- \$99 – Risk Assessment and Management of Sex Offenders in the Community
- \$99 – Repeated Interviewing: Experimental, Applied and Field Research
- \$99 – Walking the Walk: Creative Tools for Transforming Compassion Fatigue and Vicarious Trauma

TOTAL AMOUNT ENCLOSED OR TO BE CHARGED \$

Method of Payment

- Check or Money Order For \$ _____ Payable to NCAC (enclosed, must be in U.S. dollars drawn on U.S. bank)
- Purchase Order on Organization's Form (enclosed)
- Military Voucher (enclosed)

How did you hear about Symposium?

- | | |
|---|---|
| <input type="checkbox"/> "In the Loop" e-newsletter from NCAC | <input type="checkbox"/> NCA Listserv |
| <input type="checkbox"/> NCAC website | <input type="checkbox"/> Social Networking/Media |
| <input type="checkbox"/> Received information at another conference | <input type="checkbox"/> Have attended other NCAC trainings/conferences |
| <input type="checkbox"/> From my supervisor/manager/director | <input type="checkbox"/> Google Ads |
| <input type="checkbox"/> From a co-worker | <input type="checkbox"/> From my CAC or MDT |
| <input type="checkbox"/> Internet Search | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Symposium brochure/mailer | |

Please send this form AND payment to:

Mail: National Children's Advocacy Center
Attn: Jennifer Hardy
210 Pratt Avenue NE
Huntsville, Alabama 35801

Register Online: www.nationalcac.org/symposium
(with credit card information)

Federal I.D. #63-0891512

CANCELLATION POLICY

Written cancellations received by February 23, 2015 will be refunded, less a \$75 administrative charge.
NO REFUNDS will be made after February 23, 2015. Registration fee is transferable at no additional charge.
All replacements and/or changes will be handled on-site.

Registration Questions? Contact Jennifer Hardy at jhardy@nationalcac.org or (256) 327-3791

Cost Estimate – Airfare – 32nd International Symposium on Child Abuse April 4-7, 2016



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St Louis, MO (STL) to Huntsville, AL (HSV)
 Huntsville, AL (HSV) to St Louis, MO (STL)

Sun, Apr 3, 2016
 Thu, Apr 7, 2016

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\$593.18

	United Airlines	American Airlines	Multiple Airlines	Delta Air Lines
1 stop	\$593.18	\$593.18	\$593.18	\$595.18
2+ stops	\$692.18	\$692.68	\$742.18	

PER DIEM – FOR TRAINING – 32nd INTERNATIONAL SYMPOSIUM ON CHILD ABUSE

OA.MO.GOV CHART

2017 RATES ARE NOT AVAILABLE YET

Out of State Rates Effective November 1, 2009-June 30, 2016						
State	Primary Destination	County	Meat Rates	Breakfast	Lunch	Dinner
Alabama	Huntsville	Madison and Limestone	\$35	\$6	\$10	\$19

Office of the Boone County Prosecuting Attorney



705 E Walnut Courthouse
Columbia, Missouri 65201

Victim Response Team

PHONE (573) 886-4100
FAX (573) 886-4148

VICTIM SERVICES SURVEY

We need your help in evaluating our services to victims of crime in Boone County. Please take a few minutes to answer the following questions about your contact with our office. All responses will be kept confidential. We appreciate your assistance as we try to improve the quality of our services to victims of crime in our community.

Instructions: Please rate your answer on a scale from 1 to 5. "1" is the least favorable response and "5" is the most favorable response. Circle "N/A" if the question does not apply to you or your experience.

Advocate

1. Enter the name of the advocate you worked with: _____
2. The advocate helped me understand my role in the criminal justice process. YES NO
3. The advocate worked with me via: letter phone conversation personal contact email
(Please select all that apply.)
4. The advocate provided me with my rights as a victim: YES NO
5. The advocate assisted me with a safety plan: YES NO N/A
6. (Answer only if applicable) I choose not to receive advocate services because _____

Prosecutor

1. Enter the name of the prosecutor assigned to your case: _____
2. The prosecutor helped me understand my role in the criminal justice process. YES NO
3. The prosecutor worked with me via: letter phone conversation personal contact email
(Please select all that apply.)

Additional Information

1. The prosecutor's office provided me with information about available community resources. YES NO
(Please include verbal information provided over the phone or in person.)
2. The prosecutor's office provided me with information about the criminal justice system process and my individual case. YES NO
(Please include verbal information provided over the phone or in person.)

Please add comments or suggestions to help us improve our services to victims of crime. Your feedback is very important!

Your

Age : _____
Race : White Black/African American Hispanic/Latino Asian American Indian/Alaskan
Gender : Male Female Case Number (Optional): _____



Daniel K. Knight
Boone County Prosecuting Attorney

Boone County Prosecuting Attorney
705 E. Walnut
Columbia, MO 65201-4485

Office (573) 886-4100
Fax (573) 886-4148

Web Survey

Victim Services Survey

We need your help in evaluating our services to victims of crime in Boone County. Please take a few minutes to answer the following questions about your contact with our office. All responses will be kept confidential. We appreciate your assistance as we try to improve the quality of our services to victims of crime in our community.

Advocate

1. Enter the name of the advocate you worked with:

2. The advocate helped me understand my role in the criminal justice process.

Yes No

3. The advocate worked with me via: (select all that apply)

- email
- letter
- phone conversation
- personal conversation

4. The advocate helped me understand my rights as a victim.

Yes No

5. The advocate assisted me with a safety plan.

Yes No N/A

6. (Answer only if applicable.) I chose not to receive advocate services because:

.....

Limit of 500 characters: 500

Prosecutor

- 1. Enter the name of the prosecutor assigned to your case:
- 2. The prosecutor helped me understand my role in the criminal justice process. Yes No
- 3. The prosecutor worked with me via: (select all that apply)
 - email
 - letter
 - phone conversation
 - personal conversation

Additional Information

- 1. The prosecutor's office provided me with a list of local community resources. (Please include verbal information provided over the phone or in person.) Yes No
- 2. The prosecutor's office provided me with information about the criminal justice system process and my individual case. (Please include verbal information provided over the phone or in person.) Yes No
- 3. Please add comments or suggestions to help us improve our services to victims of crime.

Limit of 500 characters: 500

- 4. Age:
- 5. Ethnic Origin:
- 6. Gender: male female
- 7. Case Number (Optional):

Submit

Any questions? Feel free to contact us:



Daniel K. Knight
Boone County Abogado de procesamiento

Boone County Abogado de procesamiento
705 E. Nogal
Columbia, MO 65201-4485

Oficina (573) 886-4100
Fax (573) 886-4148

Web Survey - Spanish

Víctima Encuesta de Servicios

Necesitamos su ayuda en la evaluación de nuestros servicios a las víctimas de delitos en el condado de Boone. Por favor tome unos minutos para contestar las siguientes preguntas acerca de su contacto con nuestra oficina. Todas las respuestas serán confidenciales. Agradecemos su ayuda ya que tratamos de mejorar la calidad de nuestros servicios a las víctimas de la delincuencia en nuestra comunidad.

Abogado

1. Introduzca el nombre del abogado que trabajó con:
.....
2. El defensor trabajó conmigo a través de: (seleccione todas las que correspondan)
 - correo electrónico
 - carta
 - conversació telefónica
 - conversació personal
3. (Respuesta sólo si es aplicable). Yo elegí no recibir servicios abogan porque:
.....

Límite de 500 caracteres: 500

Abogado Víctima

1. Me ayudó a entender mis derechos como víctima de un delito. Sí Sin
2. Me ayudó a entender mi papel en el proceso de corte. Sí Sin
3. Me ayudó en la creación de un plan de seguridad. Sí Sin N /

Fiscal

1. Introduzca el nombre del fiscal asignado a su caso:
3. El fiscal trabajó conmigo a través de: (seleccione todas las que correspondan)
 - correo electrónico
 - carta
 - conversación telefónica
 - conversación personal

informacion adicional

1. La oficina del fiscal me proporcionó una lista de recursos de la comunidad local. (Por favor, incluya la información verbal proporcionada por teléfono o en persona.) Sí Sin
2. La oficina del fiscal me proporcionó información sobre el proceso de justicia penal y mi caso individual. (Por favor, incluya la información verbal proporcionada por teléfono o en persona.) Sí Sin
3. Por favor, añadir comentarios o sugerencias para ayudarnos a mejorar nuestros servicios a las víctimas de delitos.

Límite de 500 caracteres: 500

4. Años:
5. Origen étnico: Escoger
6. Sexo: masculino femenino
7. Número de caso (Opcional):

Submit

¿Alguna pregunta? Siéntete libre de contactarnos:

de Datos del Condado

Evaluador | Auditor | Secretario del Condado | Colector | Comisión | Recursos Humanos |
SIG

Abogado de procesamiento | Obras Públicas | Compras | Administrador Público
Registro de Contratos | Administración de Recursos | Sheriff | Tesorero

Suscríbese a la lista de correo electrónico Noticias Boone County.

Preguntas o comentarios? Email Webmaster

www.ShowMeBoone.com condado de Boone, Missouri. 801 Este Noga/ Columbia, MO 65201 EE.UU.

CERTIFIED COPY OF ORDER

October ~~Session of the~~ October Adjourned

15

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

5th

October

15

In the County Commission of said county, on the

day of

20

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 grant application by the 13th Judicial Circuit Court for the Fostering Court Improvement JCIP sug-grant.

Done this 5th day of October, 2015.

ATTEST:

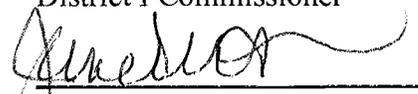
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements (FY16)

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available up to \$1000 for each of the project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit a funding request on this form, along with budgets and justification, for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets, within OSCA Financial Guidelines, after costs have been incurred.

Budget Request

1. Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunches	\$1000	e.	
b.		f.	
c.		g.	
d.		h.	

2. Total Budget Request \$ 1000

3. Specific County to be reimbursed: Boone

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes for children and families?

The Fostering Court Improvement team meets monthly. In order to ensure good participation from stakeholders, we meet over lunch right after Court. We use the funds in our budget to provide lunches during those meetings. We have up to 25 people present at most meetings. We review goals, and adjust our goals and committees as needed. We have identified certain areas we need to improve, including the need to decrease the number of days kids are staying in out-of-home care. Recently, we have reviewed a report that shows we were able to reunify kids with parents on an average of 284 days. We did have two cases that were considered "outliers", due to extenuating circumstances, those two kids were in care much longer than average. Once those cases were adjusted for, our cases reunified in well under a year. We've also identified that cases with a guardianship goal have not been achieving permanency in an acceptable time period. We have developed a committee to explore the reasons for that, and are working to develop protocol to change the goal to guardianship earlier, if appropriate.

2. Provide a timeline and description of how the funding will be used.

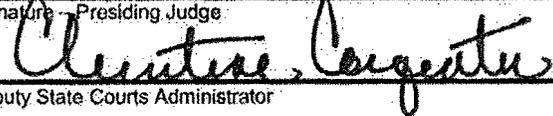
(Funding must be spent prior to September 30, 2016 and OSCA must be billed prior to October 9, 2016.)

Providing lunches for monthly FCI meetings, as well as quarterly contract attorney round table meetings. FCI lunches will be provided November 2015-September 2016, as well as quarterly contract attorney round table meetings in December 2015, March 2016, June 2016, and September 2016.

For OSCA Internal Use Only

	Yes	No
1. Does this request fall within the scope of the Fostering Court Improvement Program?		
2. Does this request meet the requirements of the DHHS-ACF requirements for uses of these grant funds?		
3. Is it clear that funding will be expended by September 30, 2016 and billed to OSCA before October 9, 2016?		
4. Are there any special terms or conditions attached to this award?		

Authorization (please both sign and print your name)

Circuit 13 th	Signature - Presiding Judge 	Date 9-29-15
OSCA	Deputy State Courts Administrator	Date

Return to:

Office of State Courts Administrator, Contracts Section
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

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STATE OF MISSOURI



ea.

County of Boone

October Session of the October Adjourned

Term. 20

15

In the County Commission of said county, on the

5th

day of

October

20

15

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached rules for coverage under the County's Health Insurance in compliance with the Patient Protection and Affordable Care Act.

Done this 5th day of October, 2015.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

ACA Implementation Commission Order:

The County of Boone hereby adopts the following rules for coverage under the County's Health Insurance in compliance with the Patient Protection and Affordable Care Act (ACA):

The intent of this Commission Order is to comply with the ACA, and nothing herein should be construed in any way that conflicts with any mandatory provisions of law.

Employees of Boone County will be classified according the following categories for purposes of this Order:

- A. **Full-Time employees:**
 - a. Those employees with compensated hours that average 30 hours per week *or more* for determination of coverage and 130 hours per month *or more* for reporting purposes and which do **not** meet the definition of seasonal employee. [26 CFR §54.4980H-1(a)(21).]
- B. **Seasonal employees:**
 - a. An employee who is hired into a position for which the customary annual employment is six months or less. Examples include but are not limited to certain election staff in the County Clerk's office, certain summer staff at Public Works, and certain deputy collectors hired between November – February of the tax collection season in the Collector's office. [26 CFR §54.4980H-1(a)(38).]
- C. **Part-Time employees:**
 - a. Those employees with compensated hours that average *less than* 30 hours per week for determination of coverage and *less than* 130 hours per month for reporting purposes and which do **not** meet the definition of seasonal employee. [26 CFR §54.4980H-1(a)(32).]
- D. **Variable employees:**
 - a. Those employees, who can not reasonably be expected, based on the facts and circumstances known at the employee's start date, to be employed on average at least 30 hours per week during the initial measurement period as later defined in this Order. All reasonable efforts should be made to classify an employee as either Full-Time, Seasonal, or Part-Time. [26 CFR §54.4980H-1(a)(49).]

Employee benefits generally offered, shall now be offered as follows:

1. Employees in Full-Time positions will be budgeted as benefited employees when expected cumulative minimum hours of service in the next budget year is at or above One Thousand Five Hundred Sixty (1560) hours. Benefited employees will be offered coverage for themselves and the opportunity to obtain coverage for their spouse and dependents. The effective date of coverage will be the date of hire. Cost for coverage for the employee, their spouse, and dependents shall be determined annually by the County Commission for a full calendar year. Employees in this class shall be considered to have "full time status" under the County's benefit policies and shall not lose benefits if their actual hours of service do not exceed the minimum hours of service requirement in the calendar year.
2. Employees in Seasonal positions will not be offered coverage. The seasonal classification of any position shall be reviewed and designated annually during the budget process to determine compliance with ACA regulations. At the time of adoption of this Order, 26 CFR §54.4980H-1(a)(38) defines a seasonal employee consistent with this Order.
3. Employees in Part-Time positions will not be offered coverage. Administrative Authorities shall not permit Part-Time employees to work more than 29 hours per week.

4. Employees who are hired in non-benefitted positions whose full time status under the ACA can not reasonably be determined at the time of hire will be considered Variable employees. Variable employees shall be subject to initial and ongoing measurement periods to determine whether they will be offered coverage for themselves, their spouse, and dependents at the same cost as Full-Time employees.

5. The **initial measurement period** for Variable employees shall be as follows:

- New employees in variable hour positions will be subject to an initial measurement period. That measurement period runs from the start date of their first pay period until the end of the pay period that immediately precedes their 12 month anniversary date.

- Breaks in service and leaves of absence that meet the rules proposed and/or finalized under the ACA may require a new start date for the initial measurement period.

A new employee whose average weekly hours paid during an initial measurement period is 30 hours or more shall be offered coverage for themselves, their spouse, and their dependents for a subsequent stability period of 12 months as long as the employee remains employed with the County. The coverage selected shall be effective on the anniversary date of their 12 month service for a period of 12 months. Employee cost for coverage for the employee, their spouse and dependents shall be determined annually by the County Commission for a full calendar year. [26 CFR §54.4980H-3(d).]

6. The **ongoing measurement period** for Variable employees shall be as follows:

The ongoing measurement period starts with the beginning of the pay period that includes the first payday in a calendar year and ends on the last day of the pay period that includes the last payday of the calendar year. The ongoing measurement period may be modified for years that include 27 pay periods if so required under IRS rules for compliance with 4980H of the ACA.

Ongoing employees whose average weekly hours paid is 30 hours or more shall be eligible for enrollment in the County's health insurances for themselves, their spouse and their dependents for the calendar year that follows their ongoing measurement period provided that they remain employed with the County. The effective date of eligibility for coverage shall be January 1 of the year following the end of the ongoing measurement period. Employee cost for coverage for the employee, their spouse, and dependents shall be determined annually by the County Commission for a full calendar year. [26 CFR §54.4980H-3(d).]

7. Rules for measurement shall follow the rules issued under the ACA. If no rule has been finalized the measurement for full time status of variable hour employees and designation of seasonal employees shall follow the most recently proposed rules and/or guidance.

8. Employees in variable hour non-benefitted positions who were on the County's payroll for the last payday in 2013 shall not be subject to an initial measurement period. They shall be subject to the ongoing measurement period starting with the pay period that includes the first pay date in 2014.

9. Breaks in service shall be treated as follows: employees who resume providing services to (or is otherwise credited with an hour of service for) the County after a period during which the individual was not credited with any hours of service may be treated as having terminated employment and having been rehired, and therefore may be treated as a new employee upon the resumption of services, only if the employee did not have an hour of service for County for a period of at least 13 consecutive weeks immediately preceding the resumption of services. [26 CFR §54.4980H-3(c)(4).]

10. In any instance where rules issued under the ACA and this Order conflict the rules shall govern.

11. The official designated for reporting on behalf of the County of Boone shall be the Boone County Human Resources / Risk Management Director.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 15

County of Boone

5th

day of

October

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In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Meeting Minutes during the III Quarter, 2015, beginning on 7/06/2015 through 10/01/2015.

Done this 5th day of October, 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