

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

17th

day of

November 20 15

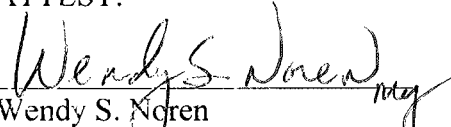
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 53-02SEP15 – Laundering & Dry Cleaning Services for the Boone County Sheriff’s Department to Robinson’s Cleaners, L.L.C.


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


Done this 17th day of November, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

537-2015

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
DATE: November 2, 2015
RE: RFB Award Recommendation: 53-02SEP15 – Laundering & Dry Cleaning Services for the Boone County Sheriff's Department.

The Request for Bid for 53-02SEP15 – Laundering & Dry Cleaning Services closed on September 02, 2015. Two bid responses were received. Recommendation for award for offering the lowest & best on cost and prior experience of the responsive bids is Robinson's Cleaners, L.L.C.

Contract cost will be paid from department 1251 Sheriff's Department, 1255 Corrections Department, 2901 Sheriff Operations – Le Sales Tax, account 23305 – Uniform Maintenance. \$5,870.00 was budgeted for 1251 Sheriff's Department, \$4,300.00 was budgeted for 1255 Corrections Department, and \$1,682.00 was budgeted for 2901 Sheriff Operations – Le Sales Tax.

cc: Bid File
Leasa Quick, Budget Administrator

**SERVICE AGREEMENT
FOR
LAUNDERING & DRY CLEANING SERVICES TERM & SUPPLY**

THIS AGREEMENT dated the 17th day of November 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Robinson's Cleaners, L.L.C.** herein, "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Service Agreement for **Laundrying & Dry Cleaning Services Term & Supply**, County of Boone Request for Bid, bid number **53-02SEP15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **September 2, 2015** and executed by **Kit Price**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Laundrying & Dry Cleaning Services when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Laundrying & Dry Cleaning Services Term & Supply** as specified and responded to in the bid specifications. All products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt of a valid monthly statement. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **Contract Duration** - The products, services and pricing under this agreement shall be guaranteed for the period **September 1, 2015** through **August 31, 2016**. This agreement may be


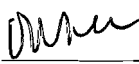
extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

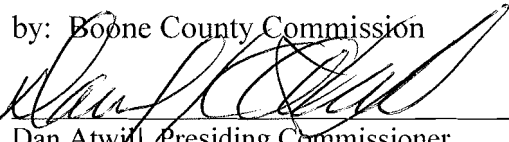
- 7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 9. **Termination** - This agreement may be terminated by the County upon ten 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 service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

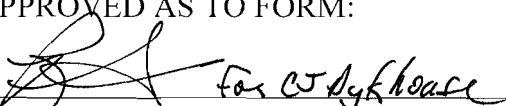
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

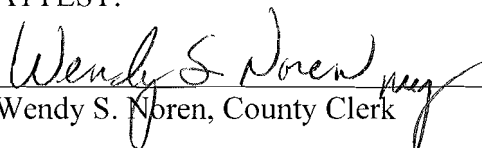
ROBINSON'S CLEANERS, L.L.C.

BOONE COUNTY, MISSOURI

by 
title 

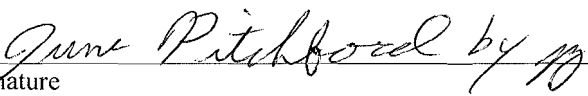
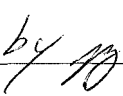
by: Boone County Commission

Dan Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

 by  1251/1255/2901/23305 Term/Supply
Signature Date 11/05/2015 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions

regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
(573) 886-4393 - FAX (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **53-02SEP15**
Commodity Title: **Laundrying & Dry Cleaning Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 02, 2015**
Time: **1:30 P.M. C.S.T. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: **The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **Wednesday, September 02, 2015**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form**
 - Exhibit A – Prior Experience**
 - Instructions for Compliance With House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
 - Debarment Form**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request For Bid" is used when the need is well defined. A "Request For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each will be read aloud.
- 1.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 1.4. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.4.1. Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Jacob M. Garrett, Buyer, 613 E. Ash St., Room 111, Columbia, MO 65201. Phone: (573) 886-4393; Fax: (573) 886-4390; or Email: JGarrett@boonecountymo.org.
- 1.4.2. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.4.3. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

- 1.5. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5.1. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 1.6. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.6.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6.2. **Contract Period** - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through August 31, 2016, and may be automatically renewed for an additional four (4) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.6.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.6.4. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 1.7. **PRICING:** The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 1.7.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Laundering & Dry Cleaning Services** for the Boone County Sheriffs Department.
 - 2.1.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Sheriffs Department Representative.
 - 2.1.2. **Contractor Qualifications and Experience:** The Contractor to whom a Laundering & Dry Cleaning Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A: Prior Experience* attached to this bid may be used for this purpose.
- 2.2. **QUANTITY** - All orders will be placed by the Sheriff Department on an “as needed” basis. The service specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.

2.2.a PREVIOUS USAGE REPORT

From August 2014 to August 2015 we have currently spent around \$2609.70 with Robinson Cleaners on Dry Cleaning and Laundering Services.

- 2.3. **TECHNICAL SPECIFICATIONS** – Laundering & Dry Cleaning for Boone County Sheriffs Department as follows: Boone County Sheriffs uniform items must be cleaned and available for pick-up within 36 hours or less. Turnaround time to be expected for specialty items (hats, bullet proof vests, leather jackets, etc.) must be provided with your bid. Uniforms must be kept in a secure area and officers must provide proof of identification when picking up uniforms. Uniforms must be completely dry and pressed correctly (with creases in the appropriate place) in order to be acceptable for wearing. The crease on the uniform shirts shall be centered on the shoulder patch. There should not be multiple crease lines showing either on the shirt or the uniform trousers.
- 2.4. **BILLINGS:** Upon completion of all cleaning at the required service location, invoices should be submitted to the Boone County office or department as shown below. Payment will be made 30 days after receipt of a correct invoice.

Service Location	Billing Address
Sheriff Department Sheriff Annex	Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.4.a. TICKETS

Tickets must be signed by authorized employee and copies of tickets submitted with two copies of the monthly invoice. One copy of the monthly invoice (plus tickets) shall be provided to the using department and the original invoice shall be mailed to the appropriate Accounts Payable Division. The Contractor must include the purchase order number on all tickets.

- 2.5. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.6. **INSURANCE**
 - 2.6.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause

each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.6.3. **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 \$1,000,000.00 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 \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage's. Should any work be subcontracted, these limits will also apply.
- 2.6.4. **COMMERCIAL Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses

and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.9. **DESIGNEE** – Leasa Quick , Budget Administrator, Boone County Sheriffs Department, 2121 County Dr., Columbia, MO 65201. Phone: 573-876-2149; Fax: (573) 874-8953; or E-mail: LQuick@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
- 3.3. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.3.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.4. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.4.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.4.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.4.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response / Pricing Form

4.1. Company Name: ROBINSON'S Cleaners
 4.2. Address: 1204 BUSINESS LOOP 708
 4.3. City/Zip: COLUMBIA, MO 65201
 4.4. Phone Number: 573-808-6498
 4.5. Fax Number: 573-442-2517
 4.6. Federal Tax ID: 43-1765884

4. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.1 Dry Cleaning Services:

NO.	Description of Articles or Services (Dry Cleaning/Pressing/Laundry)	Unit	Qty	Unit Price Dry Cleaning	Unit Price Launder
1	Dress Pants Class A – Dry Clean only, starch, and press per officer preference	each	1	\$ 3.75	
2	Uniform Shirts (long sleeved) - Dry clean or launder, starch and press per officer specification.	each	1	\$ 3.75	\$ 3.75
3	Uniform Shirts (short Sleeved) - Dry clean or launder, starch and press per officer specification.	each	1	\$ 3.75	\$ 3.75
4	BDU Pants – Need to be launder, starch and press per officer preference.	each	1	N.A.	\$ 3.75
5	Complete Uniform Set Class A Dress (includes dress pants, shirt and tie)	set	1	\$ 7.50	
6	Complete Uniform Set BDU Pants (includes BDU pants, shirt, and tie.	set	1		\$ 7.50
7	Hats (campaign straw & felt hats, cleaning and shaping etc.)	each	1	\$	\$ 0
8	Bullet Proof Vests - Carrier	each	1		\$ 0
9	Bulk Uniforms (BDU, Shirts, & T-Shirts) - Will need to be picked up by cleaners and delivered.	each	1		\$ 1.99/lb

10	Coveralls – Launder	each	1		\$ 3.75
12	T-Shirts	each	1		\$ 2.00
13	Winter Coat, with stand alone soft shell liner (jacket)	each	1	\$ 5.00	\$ 5.00
14	Winter Coat, without stand alone soft shell liner (Jacket)	each	1	\$ 5.00	\$ 5.00
15	Soft Shell Jacket (Liner)	each	1	\$ 1.00	\$ 1.00
16	Misc Charge - McGruff Costume & Table Cloth	each	45	\$ 45.00	\$ 45.00

4.2. Maximum % Increase 1st Renewal: 0 %

Maximum % Increase 2nd Renewal: 0 %

Maximum % Increase 3rd Renewal: 0 %

Maximum % Increase 4th Renewal: 0 %

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

X No

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

4.4.a. Since multiple employees may be dropping off and picking up items, please provide detailed information on ticketing/invoicing information.

We provide a work order to all employees with a piece count provided

4.4.b. Because uniform security is extremely important, please provide security information to insure uniforms will be kept secure and only be taken by those authorized to pick up uniforms.

all uniforms are in protected area with alarms.

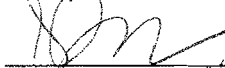
4.4.c. Provide additional information (including pricing) on any specialty service such as alterations, etc.

N/A

4.4.d. Do you provide pick-up and drop off service?
If yes, please provide pricing.

Yes. No extra charge

Authorized Representative (Sign By
Hand):



Today's Date: 9/2/2015

Type or Print Signed Name:

Kit Price

Today's Date: 9/2/2015

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: *Osage Police Department*
Address: *400 E. Walnut*

Contact Name: *Melwon Pope*
Telephone Number: *513-874-7407*

Date of Contract: *9/2012*
Length of Contract: *5 years -*

Description of Prior Services (include dates):

We have been a provider to them for services for over 20 years

2. Prior Services Performed for:

Company Name: *Jefferson City Police Department*
Address: *401 Tamarac, Jefferson City, MO 65101*

Contact Name: *513-434-6400*
Telephone Number: *Lauren Mattox*

Date of Contract: *3/2010*
Length of Contract: *5 years*

Description of Prior Services (include dates):

We have provided services to this entity for over 30 years.

3. Prior Services Performed for:

Company Name: *Boone County Sheriff*
Address: *2121 County Drive*

Contact Name: *Melwon Pope*
Telephone Number: *815-1111*

Date of Contract: *9/2010*
Length of Contract: *5 years*

Description of Prior Services (include dates):

We have provided services to you for over 20 years.

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&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

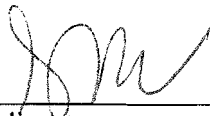
Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

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



Applicant



Date



Printed Name

(Please complete and return with Bid)

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.

KH Drew

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

9/2

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201
Jacob M. Garrett, Buyer
(573) 886-4393– Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid# 53-02SEP15 – Laundering & Dry Cleaning Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

MISSOURI

J. R. McLaughlin

DRIVER LICENSE

10 CLASS: F

11 SEX: F

12 RESTRICTIONS: NONE

13 SEX: F

14 HGT: 5-07

15 BIRTH: [REDACTED]

16 NAME: [REDACTED]

17 ADDRESS: [REDACTED]

18 CITY: [REDACTED]

19 STATE: MISSOURI

20 EXPIRES: [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

29 [REDACTED]

30 [REDACTED]

31 [REDACTED]

32 [REDACTED]

33 [REDACTED]

34 [REDACTED]

35 [REDACTED]

36 [REDACTED]

37 [REDACTED]

38 [REDACTED]

39 [REDACTED]

40 [REDACTED]

X077

MISSOURI

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Robinsons Cleaners (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Robinsons Cleaners	
Name (Please Type or Print) Kitrina Price	Title
Signature Electronically Signed	Date 09/02/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Robinsons Cleaners
Company Facility Address	1204 Business Loop 70E Columbia, MO 65201
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	431765584
North American Industry Classification Systems Code	812
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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

Name	Kitrina Price
Phone Number	(573) 875 - 2568
Fax Number	(573) 442 - 2517
Email Address	kit@robinsonscleaners.com

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Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
(573) 886-4393 - FAX (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **53-02SEP15**
Commodity Title: **Laundering & Dry Cleaning Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 02, 2015**

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

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**

Directions: The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Wednesday, September 02, 2015**

Time: 1:30 P.M. C.S.T.

Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - Exhibit A – Prior Experience**
 - Instructions for Compliance With House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
 - Debarment Form**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
 - Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier* - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request For Bid" is used when the need is well defined. A "Request For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 1.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 1.4. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.4.1. Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Jacob M. Garrett, Buyer, 613 E. Ash St., Room 111, Columbia, MO 65201. Phone: (573) 886-4393; Fax: (573) 886-4390; or Email: JGarrett@boonecountymo.org.
 - 1.4.2. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.4.3. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

- 1.5. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5.1. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 1.6. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.6.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6.2. **Contract Period** - Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through August 31, 2016, and may be automatically renewed for an additional four (4) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.6.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.6.4. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 1.7. **PRICING:** The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 1.7.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 1.8. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Laundering & Dry Cleaning Services** for the Boone County Sheriffs Department.
- 2.1.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Sheriffs Department Representative.
- 2.1.2. **Contractor Qualifications and Experience:** The Contractor to whom a Laundering & Dry Cleaning Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A: Prior Experience* attached to this bid may be used for this purpose.
- 2.2. **QUANTITY** - All orders will be placed by the Sheriff Department on an “as needed” basis. The service specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.

2.2.a PREVIOUS USAGE REPORT

From August 2014 to August 2015 we have currently spent around \$2609.70 with Robinson Cleaners on Dry Cleaning and Laundering Services.

- 2.3. **TECHNICAL SPECIFICATIONS** – Laundering & Dry Cleaning for Boone County Sheriffs Department as follows: Boone County Sheriffs uniform items must be cleaned and available for pick-up within 36 hours or less. Turnaround time to be expected for specialty items (hats, bullet proof vests, leather jackets, etc.) must be provided with your bid. Uniforms must be kept in a secure area and officers must provide proof of identification when picking up uniforms. Uniforms must be completely dry and pressed correctly (with creases in the appropriate place) in order to be acceptable for wearing. The crease on the uniform shirts shall be centered on the shoulder patch. There should not be multiple crease lines showing either on the shirt or the uniform trousers.
- 2.4. **BILLINGS:** Upon completion of all cleaning at the required service location, invoices should be submitted to the Boone County office or department as shown below. Payment will be made 30 days after receipt of a correct invoice.

Service Location	Billing Address
Sheriff Department Sheriff Annex	Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.4.a. TICKETS

Tickets must be signed by authorized employee and copies of tickets submitted with two copies of the monthly invoice. One copy of the monthly invoice (plus tickets) shall be provided to the using department and the original invoice shall be mailed to the appropriate Accounts Payable Division. The Contractor must include the purchase order number on all tickets.

- 2.5. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.6. **INSURANCE**
- 2.6.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause

each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.6.3. **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 \$1,000,000.00 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 \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage's. Should any work be subcontracted, these limits will also apply.

- 2.6.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.8. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses

and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.9. **DESIGNEE** – Leasa Quick , Budget Administrator, Boone County Sheriffs Department, 2121 County Dr., Columbia, MO 65201. Phone: 573-876-2149; Fax: (573) 874-8953; or E-mail: LQuick@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time.**
- 3.3. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.3.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.4. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.4.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.4.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.4.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response / Pricing Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.1 Dry Cleaning Services:

NO.	Description of Articles or Services (Dry Cleaning/Pressing/ Launder)	Unit	Qty	Unit Price Dry Cleaning	Unit Price Launder
1	Dress Pants Class A – Dry Clean only, starch, and press per officer preference	each		\$	
2	Uniform Shirts (long sleeved) - Dry clean or launder, starch and press per officer specification.	each		\$	\$
3	Uniform Shirts (short Sleeved) - Dry clean or launder, starch and press per officer specification.	each		\$	\$
4	BDU Pants – Need to be launder, starch and press per officer preference.	each		N.A.	\$
5	Complete Uniform Set Class A Dress (includes dress pants, shirt and tie)	set		\$	
6	Complete Uniform Set BDU Pants (includes BDU pants, shirt, and tie.	set			\$
7	Hats (campaign straw & felt hats, cleaning and shaping etc.)	each		\$	\$
8	Bullet Proof Vests - Carrier	each			\$
9	Bulk Uniforms (BDU, Shirts, & T-Shirts) - Will need to be picked up by cleaners and delivered.	each			\$

10	Coveralls – Launder	each			\$
12	T-Shirts	each			\$
13	Winter Coat, with stand alone soft shell liner (jacket)	each		\$	\$
14	Winter Coat, without stand alone soft shell liner (Jacket)	each		\$	\$
15	Soft Shell Jacket (Liner)	each		\$	\$
16	Misc Charge - McGruff Costume & Table Cloth	each		\$	\$

4.2. Maximum % Increase 1st Renewal: _____ %

Maximum % Increase 2nd Renewal: _____ %

Maximum % Increase 3rd Renewal: _____ %

Maximum % Increase 4th Renewal: _____ %

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

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

4.4.a. Since multiple employees may be dropping off and picking up items, please provide detailed information on ticketing/invoicing information.

4.4.b. Because uniform security is extremely important, please provide security information to insure uniforms will be kept secure and only be taken by those authorized to pick up uniforms.

4.4.c. Provide additional information (including pricing) on any specialty service such as alterations, etc.

4.4.d. Do you provide pick-up and drop off service?
If yes, please provide pricing.

Authorized Representative (Sign By
Hand):

Today's Date: _____

Type or Print Signed Name:

Today's Date: _____

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

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*.

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

State of Missouri)
)SS.
County of _____)

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

Date	Signature
Social Security Number Or Other Federal I.D. Number	Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Bid)

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

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

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

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201
Jacob M. Garrett, Buyer
(573) 886-4393– Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid# 53-02SEP15 – Laundering & Dry Cleaning Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

November

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 C215020001 for a term & supply contract to purchase Medium Use and High Use Fax Machines from Schriefer's Office Equipment of Jefferson City, 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 17th day of November, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

538-2015

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 4, 2015
RE: C215020001 – Medium Use and High Use Fax Machines

Purchasing requests permission to utilize the State of Missouri cooperative contract C215020001 for Medium Use and High Use Fax Machines with Schriefer's Office Equipment of Jefferson City, Missouri.

This is a county-wide Term and Supply contract, and the initial term is through September 30, 2016 with one, one-year renewal.

The initial order is for a Samsung fax machine for \$425.00 from department 1126 – County Counselor Office, account 23850 – Minor Equipment & Tools. \$1,345 remains in the account at this time.

cc: Contract File

**PURCHASE AGREEMENT FOR
MEDIUM USE AND HIGH USE FAX MACHINES**

THIS AGREEMENT dated the 17th day of November 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Schriefer's Office Equipment, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Medium Use and High Use Fax Machines**, in compliance with all bid specifications and any addendum issued for the State of Missouri Contract **C215020001** 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, Boone County Missouri Standard Terms and Conditions and State of Missouri Contract **C215020001** shall prevail and control over the vendor's bid response in the above stated order.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Medium Use and High Use Fax Machines as identified and responded to in the Contractor's Bid Response. Equipment and service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date written above** and extend through **September 30, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **one additional one year period** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
4. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications.
5. **Billing and Payment** - All billing shall be invoiced to the respective Boone County Office and billings may only include the prices listed in the Vendor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
6. **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.
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual

agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **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.

SCHRIEFER'S OFFICE EQUIPMENT, INC.

BOONE COUNTY, MISSOURI

by *D. Atwill*
title Vice President

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u><i>Jane Pitchford by HA</i></u>	<u>11-5-15</u>	County-Wide Term and Supply <i>No encumbrance Required</i>
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.

State of Missouri Fax Contract #C215020001



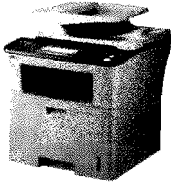
Samsung SL-M2885FW (\$295)

- 250 sheet paper drawer
- 30 sheet document feeder
- Multi-Function Fax features

Recommended Usage: 1- 25 pages per day

Recommended Toner: MLT-D116L, Average Yield: 3,000 pages (\$75)

Recommended Drum: MLT-R116, Average Yield: 9,000 pages (\$55)



Samsung SCX5935FN (\$695)

- 70 sheet document feeder
- 500 sheet paper drawer
- Print speed of 35 pages per minute Multi-Functions-Duplex/Copier/Fax/Scan

Recommended Usage: 25+ pages/day receiving and sending multiple page documents

Recommended Toner: MLT-D206L, High Yield: 10,000 pages (\$98)

or MLT-P206A Dual Pack 20,000 pages (\$175)

(all-in-one toner cartridge)

Contract Pricing for Facsimile Toner Cartridges #C215020001

Samsung MODEL #	TONER	PRICE
SL-M2875FD	MLT-D116L (Toner)	\$ 75.00
	MLT-R116 (Drum)	\$ 55.00
SF-560	SCX-4216D3	\$ 79.00
SF-560R	SF-D560RA	\$ 79.00
SCX-4521F	SCX-4521D3	\$ 79.00
SCX-4826FN	MLT-D209L	\$ 99.00
SL-M3370FD	MLT-D203L	\$ 99.00
SCX-4835R	MLT-D205L	\$ 99.00
SF-650	MLT-D105L	\$ 79.00
SCX-4623F	MLT-D105L	\$ 79.00
SCX-4729FD	MLT-D103L	\$ 79.00
SCX-5935FN	MLT-D206L	\$ 98.00
	MLT-P206A (Two pack)	\$175.00
SCX-5639FR	MLT-D205E	\$139.00

*Please call if cartridge not on list

Schriefer's will match any contract price on toners in order to reduce service calls and provide warranty.



215 Metro Drive, Jefferson City, MO 65109
 Phone: 800-917-7412 · Fax: 573-636-9303
www.schrieferoffice.com

"...The Go-To Guys!"



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

NOTIFICATION OF STATEWIDE CONTRACT

September 11, 2015

CONTRACT TITLE: MEDIUM USE AND HIGH USE FAX MACHINE STATEWIDE

CURRENT CONTRACT PERIOD: OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

BUYER INFORMATION: Shannon Branson
573-751-3331 Phone
573-526-9816 Fax
Shannon.Branson@oa.mo.gov

RENEWAL INFORMATION (NEW ACQUISITIONS)	Original Contract Period	Potential Final Expiration
		October 1, 2014 - September 30, 2015
RENEWAL INFORMATION (CONTINUED MAINTENANCE)	Original Contract Period	Potential Final Expiration
		September 30, 2014 – October 1, 2015

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 MANDATORY.

The contract shall be considered a mandatory use contract which means all state agencies shall use the contract for the acquisition of medium to high use facsimile machines on contract if needed unless the agency cannot meet certain terms of use such as minimum order quantity requirements.

- a. State agencies may use their local procurement authority for the purchase of lower use fax machines. The State of Missouri defines a lower use fax machines as having approximately the following specifications without upgrades:
 - Approximately twenty-five (25) page capacity document feeder or less
 - Approximately twenty-five (25) page memory for sending or receiving documents or less
 - Approximately fifteen (15) page per minute print speed or less
 - Approximately six (6) seconds per page transmission speed or less

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

MVE Waiver Requirements – In the event fax machine toner is available from Missouri Vocational Enterprises (MVE), the state agency must acquire the item from MVE as required by section 217.575 RSMo unless the state agency has obtained a waiver from MVE (<http://oa.mo.gov/mo/samii/fin/bulletins/MVEReleaseForm021805.pdf>). It is the agency’s responsibility to check the MVE catalog (<http://doc.mo.gov/mve/html/1.htm>) prior to making purchases for toner from the fax machine contract.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C215020001	4317464130 0	<p>Schriefer's Office Equipment P.O. Box 145 Jefferson City, MO 65102</p> <p>Contact Person: David Wilde</p> <p>Telephone 573-636-7412 Facsimile 573-636-9303 Email: david@schriefersoffice.com</p> <p>Further contract information and machine comparisons found at: www.schriefersoffice.com</p>	YES	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
10/01/15 – 09/30/16	09/11/15	Contract renewal and buyer contact information updated.
10/01/14 – 09/30/15	03/26/15	Updated to include MVE Waiver Requirements on page 1.
10/01/14 – 09/30/15	03/20/15	Buyer contact information updated
10/01/14 – 09/30/15	09/26/14	Initial issuance of new statewide contract.

GENERAL INFORMATION AND REQUIREMENTS

1. BACKGROUND:

The Division of Purchasing and Materials Management has established a contract for the purchase, maintenance and supplies of medium use and high use fax machines for various State of Missouri agencies and cooperative purchasing agencies.

This contract allows for the renewal of the contract for an additional two one-year periods for continued maintenance for fax machines acquired through this contract.

Contract C213007001-Equipment Maintenance Management Program with Specialty Underwriters is an alternative maintenance solution contract that is available to agencies. Contract C213007001 provides maintenance only and does not include supplies. Please refer to the statewide notice (C213007001) for more information.

2. ORDERING:

Agencies may use either PGQ or SC for placing orders from this contract. The following information needs to be included on purchase orders submitted for maintenance so the contractor can bill and collect meter readings correctly.

State of MO Contract number

Contractor Vendor Number

Fax Machine make

Fax Machine model

Time Period the PO covers (October 1, 2014 thru November 30, 2014....as an example)

Quantity

Bill to Address

Ship to address... Fax Machine address location, i.e., Dept and/or Div, Street Address, Room No., City, State, Zip

Contact information

This information will allow us to set the copier up properly in the system to bill the correct amount to the correct address, inform the service tech of the location of the machine when service is needed, and give us ample information to collect the monthly meter reading.

3. WARRANTY:

Warranty on new equipment commences upon installation and acceptance by the state agency and is for one year. This warranty covers both parts and labor. There is no need for a maintenance agreement until the warranty is expired. Additional warranties may be purchased under this contract.

Toner products not purchased from the contractor are not covered under warranty, and will be a billable amount if maintenance is provided by the contractor.

4. SHIPPING:

All prices are F.O.B. Destination and include shipping charges. The contractor will be responsible for replacing any equipment or supplies received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

5. CANCELLATION:

Maintenance agreements may be canceled with thirty (30) days written notice to the contractor at no additional cost to the State of Missouri. The agency shall send to the contractor a written notice of cancellation referencing the copier model, serial number, location, and contract number.

6. INSTALLATION:

The contractor will provide free installation with the purchase of a new facsimile machine and all start-up supplies at no additional cost. Upon receipt of an order, the contractor will contact the state agency to coordinate installation and training. The contractor will furnish all labor and materials necessary for the successful completion of the installation and operation of each unit.

- a) The contractor will supply the user documentation/operating manuals necessary to install, operate and maintain the products provided. The contractor will furnish to the state agency at least one (1) set of all technical literature for each fax machine purchased.
- b) The state agency should provide a phone line, and not a voice-over internet provider (VOIP) line to connect to the fax machine in order to eliminate connectivity issues.

7. MAINTENANCE TERMS:

The contractor will provide on-site maintenance for all installed fax machines. Following notification, the contractor will provide a qualified technician certified on the facsimile transceiver on-site within the service response time specified herein. The contractor will provide maintenance on both a monthly maintenance plan and on an hourly time and materials basis at the sole option of each state agency. Both maintenance options must include all parts and labor. The contractor will agree and understand that state agencies will not be required to purchase maintenance from the contract.

- a) The contractor will maintain service facilities and furnish trained personnel qualified to service the equipment throughout the state.
- b) The contractor will provide any service and material necessary to maintain each fax machine in good working condition as requested by the agency.
- c) The contractor should provide remote diagnostic maintenance service.
- d) The contractor's maintenance service must be available during normal business hours (8:00 a.m. to 5:00 p.m. central time Monday through Friday).
- e) The contractor will agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.
- f) The contractor must provide a "call back" response (during normal business hours) to hardware maintenance calls within one (1) hour after the call is placed. It is highly desirable that the contractor's "call back" response be within thirty (30) minutes.
- g) Once it has been mutually determined that a service technician is required on-site for maintenance services, the contractor must response with service personnel within six (6) business hours after this mutual determination for on-site service has been made. However, it is highly desirable that service personnel respond on-site within two (2) business hours after this mutual determination for on-site service has been made.

8. SUPPLIES:

The contractor will provide all supplies necessary for the operation of the fax machine, if requested by the using state agency. The state agencies are not be required to purchase supplies from the contract.

9. **INVOICING REQUIREMENTS:**

All invoices must bear the state's contract number, and reference the model number, serial number, copy usage, unit and extended price, billing period, and agency name and location.

10. **PAYMENT IN ARREARS:**

All payments shall be made in arrears only.

11. **SPECIFICATIONS:**

Medium Use Fax: Samsung SL-M2885FW: <http://www.flyers.schriefersoffice.com/SL-M2885FW.pdf>

High Use Fax: Samsung SCX-5935FN: <http://www.flyers.schriefersoffice.com/SCX5935FN.pdf>

PRICING FOR ACQUISITIONS, MAINTENANCE, AND SUPPLIES FOR MEDIUM USE AND HIGH USE FAX MACHINES

Line Item	Description	Unit of Measure	Unit Price
001	Medium Use Fax Machine: Samsung M2885FW with a one year parts and labor warranty	Each	\$295.00
002	Medium Use Fax Machine: On-Site Maintenance	Month	\$5.00
003	Medium Use Fax Machine: Samsung #MLT-D116L Toner – 3,000 Yield Samsung #MLT-R116 Drum – 9,000 Yield	Each	\$75.00 \$55.00
004	High Use Fax Machine: Samsung SCX-5935FN with one year part and labor warranty	Each	\$695.00
005	High Use Fax Machine: On-Site Maintenance	Month	\$10.00
006	High Use Fax Machine: All-in-One Supply Cartridge Samsung #MLT-D206L – 10,000 yield	Each	\$98.00

Medium Use Fax Machine Optional Features			
Line Item	Description	Unit of Measure	Unit Price
007	M-4070FR Upgrade Option – Increases document feeder capacity to 50 pages, adds Ethernet USB port for printing and scanning, and allows for duplex printing. (Must be added on initial order)	Each	\$250.00
	SCF - 3800 – Additional 250 sheet paper cassette	Each	\$275.00
	High Yield Cartridge – MLT-D203L: 5,000 page fits M-4070FR machines	Each	\$99.00
	Surge Protector – Model: Faxmax 2T	Each	\$55.00
	Three Year Parts and Labor Warranty (extends 1 year warranty to a 3 year warranty)	Each	\$120.00
	Maintenance after warranty (conducted during normal business hours). Time and Materials.	Hourly	\$85.00
	Depo Maintenance	Hourly	\$40.00
	Depo Maintenance	Monthly	\$4.00
M-4070FR Upgrade Option Maintenance	Monthly	\$4.00	

<u>High Use Fax Machine Optional Features</u>			
Line Item	Description	Unit of Measure	Unit Price
008	SCX –S5835A – Additional 500 Sheet Paper Cassette (Must be Added to Initial Order)	Each	\$250.00
	Additional Memory Card – 256MB	Each	\$150.00
	Samsung SCX-5935FN – MLT-P206A (Two Pack Toner Cartridge)	Each	\$175.00
	Cabinet Stand – 5935	Each	\$179.00
	Surge Protector – Model: Faxmax 2T	Each	\$55.00
	Surge Protector – Ethernet Port	Each	\$125.00
	Three Year Parts and Labor Warranty (extends 1 year warranty to a 3 year warranty)	Each	\$220.00
	Maintenance after warranty (conducted during normal business hours). Time and Materials.	Hourly	\$85.00
	Depo Maintenance	Hourly	\$40.00
	Depo Maintenance - includes parts and labor	Monthly	\$8.00

<u>All Samsung From Previous and Current Contracts for Medium and High Use Machines</u>			
Line Item	Fax Machine	Toner Cartridge	Unit Price
009	SL-M2875FD	MLT-D1161 (Toner) MLT-R116 (Drum)	\$75.00 \$55.00
	Samsung SF-560	SCX4216D3	\$79.00
	Samsung SF-560R	SFD560RA	\$79.00
	Samsung SCX-4521F	SCX4521D3	\$79.00
	Samsung SCX-4826FN	MLTD209L	\$99.00
	Samsung SL-M3370FD	MLTD203L	\$99.00
	Samsung SCX-4835R	MLTD205L	\$99.00
	Samsung SF-650	MLTD105L	\$79.00
	Samsung SCX-4623F	MLTD105L	\$79.00
	Samsung 4729FD	MLTD103L	\$79.00
	Samsung SCX-5935FN	MLTD206L	\$98.00
	Samsung SCX-5935FN	MLT-P206A (Two Pack)	\$175.00
	Samsung SCX-5639FR	MLTD205E	\$139.00

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

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

Contract No.: C215020001 **Contractor:** Schriefer's Office Equipment

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

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

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

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

Comments: _____

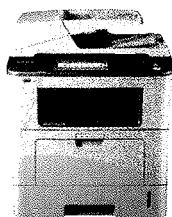
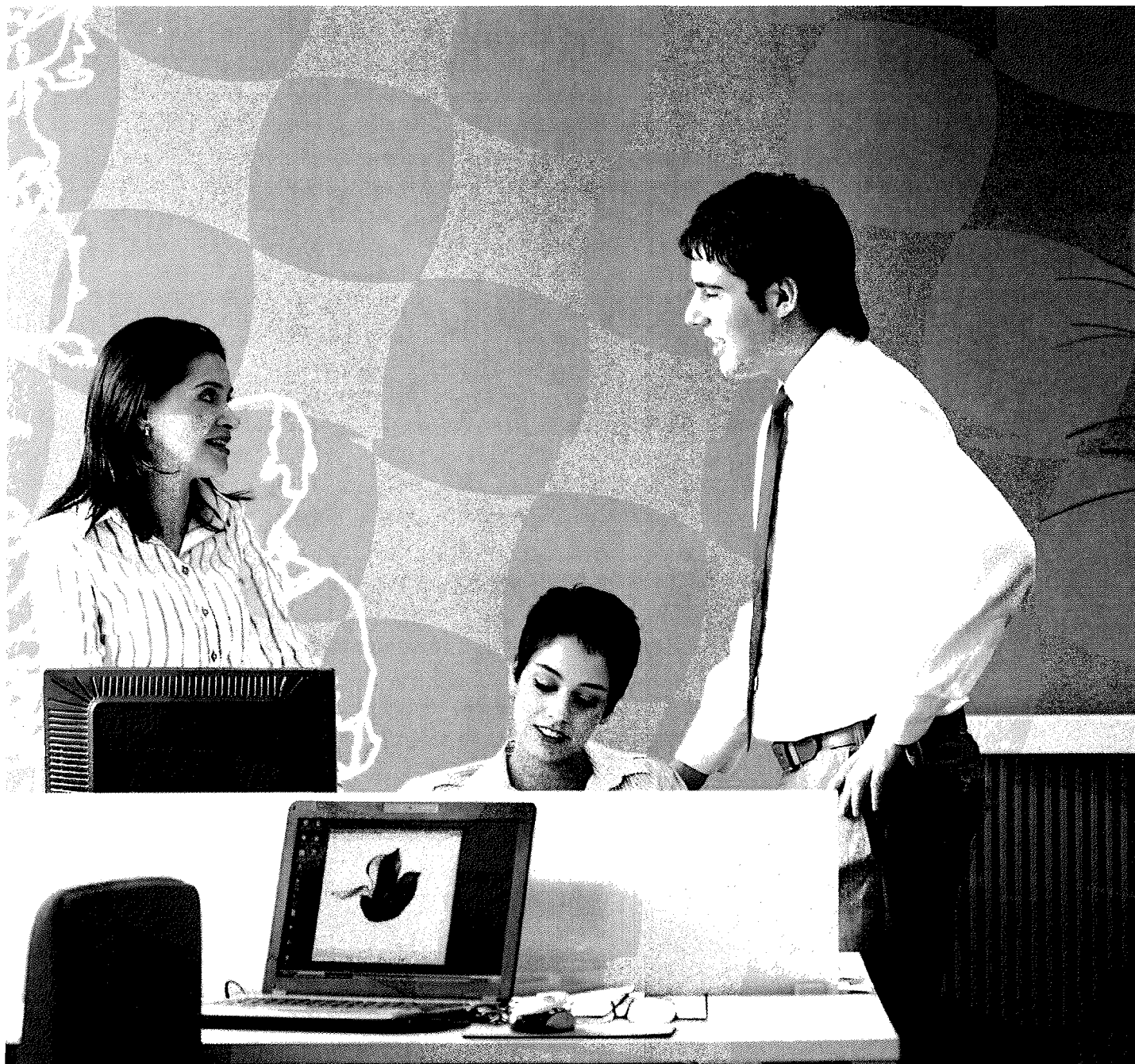
Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9818, or mail to:

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



A complete office solution in a
compact package.

SCX-5935FN Monochrome Laser Multifunction Printer
Copy/Print/Scan/Fax

SAMSUNG

Samsung SCX-5935FN

The more efficient your equipment, the more efficient you can be. The Samsung SCX-5935FN is the workgroup copy/print/scan/fax machine for those who want to maximize the amount of work they do in a minimal amount of time. Allowing more time to relax and enjoy the accomplishments of the day.

The SCX-5935FN is a high-performance machine.

Fast and High Performance Keep up with busy workgroups with speeds of 35 ppm and a duty cycle of up to 80,000 pages per month.

High Paper Capacity A 50-sheet multipurpose tray that can accept three different sizes of paper, standard 500-sheet cassette and optional 500-sheet cassette add up to 1,050 pages, and more work with fewer trips to restock paper.

Multi-Format Versatility The SCX-5935FN can print all of the most popular formats, including PostScript, PCL, PDF and TIFF files, making it a flexible team player in your office.



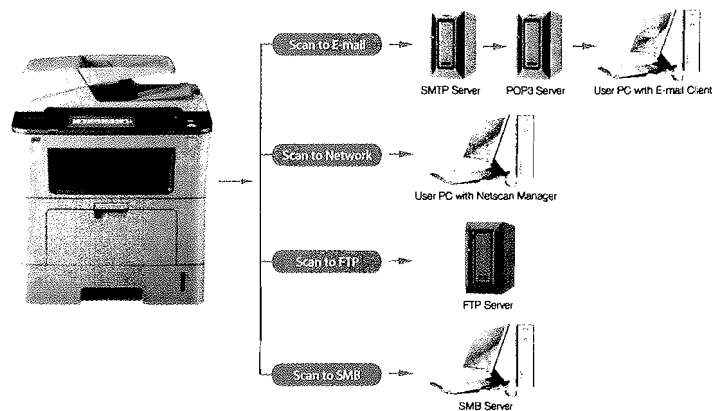
Economical Duplex Scanning and Printing Scanning both sides of a document and printing on both sides of a page saves time, saves money and is easier on the environment.

The SCX-5935FN is a powerful scanner.

Colour Scanner The SCX-5935FN's enhanced scanning resolution (4800 x 4800 dpi effective) and colour CCD give you the finest quality images for your documents. It's also easy way to capture and store information from hard copy documents.

Scan to Network You can store and share documents easily by converting them to a PDF, TIFF or JPEG file. Then you can send it directly to any server or PC, or anywhere else on your network.

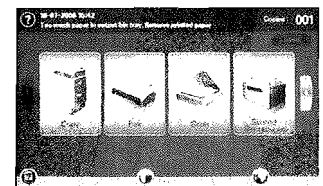
Network Scan Management with LDAP Scan-to-email provides address book function using an LDAP server. The LDAP (Lightweight Directory Access Protocol) is a networking protocol for querying and modifying directory services running over TCP/IP. With this feature, the most up-to-date email address book will always be available. PDF, JPEG and TIFF file formats are supported for digital scanning, and settings for SMB, FTP and LDAP servers should be executed through SyncThru™ Web Service.



The SCX-5935FN is easy to use.

Advanced Colour Touch Screen The 7" colour touch screen guides you with large, easy-to-understand icons. Even new employees will soon be copying, printing, scanning and faxing like a pro. And if help is needed, touching the Help button will give additional instructions.

Fast Installation Unpack it, pop in the toner cartridge, plug in the power, plug it into your network, find it with your computer, and you're ready to start working faster and more efficiently.

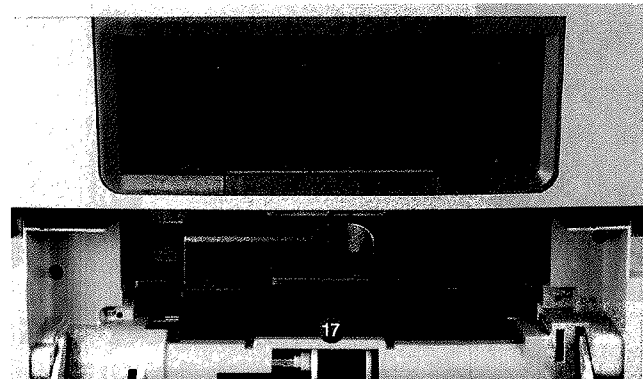
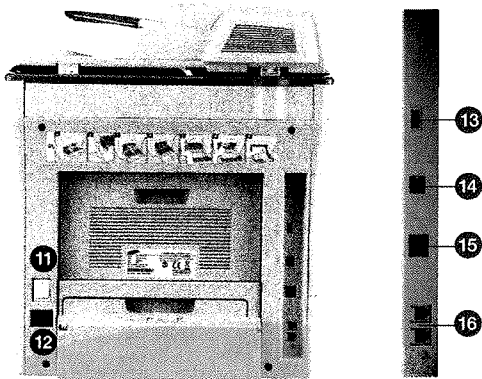
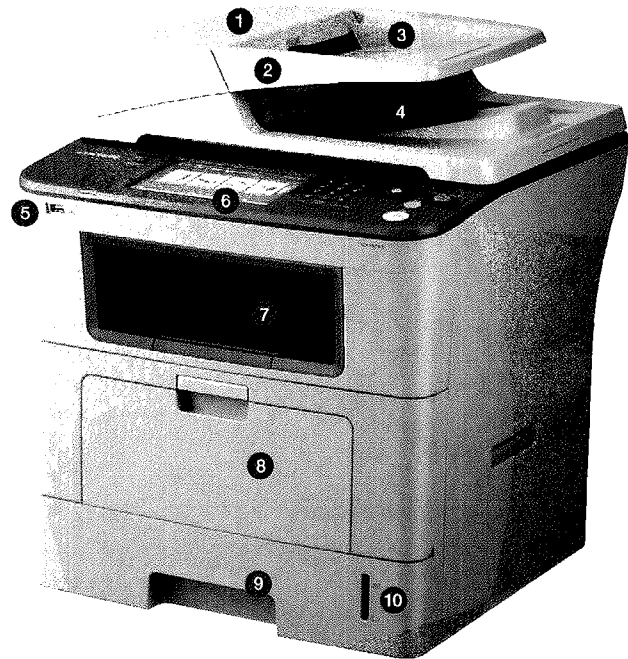


The most important feature is the name.

Of the many features the Samsung SCX-5935FN offers your business, the most useful feature of all is the fact that when you really need it, it will be there for you. Samsung leads the industry in reliability and dependability. Samsung wins reliability and design awards from the most knowledgeable and trusted organizations in the industry, including PC World and BLI (Buyers Laboratory, Inc.). Samsung invests billions (more than \$6 billion last year) into R&D every year, creating innovative, reliable and beautifully designed machines your business can count on.

SCX-5935FN Features

1. 50-Sheet DADF (Duplex Automatic Document Feeder) Scans both sides of the page for automatic duplex printing, saving time and money.
2. Document Width Guides Minimizes jams and keeps your job printing smoothly
3. Document Input Tray Auto document feeder adds speed to small jobs
4. Document Output Tray ADF system adds speed and convenience
5. USB Port Print from and scan to files without a PC
6. Touch Screen Control Panel Large 7" colour LCD is intuitive
7. Document Output Tray 250-sheet output makes big jobs easier
8. Multi-Purpose Tray 50-sheet multipurpose tray for non-standard media
9. Paper Tray 500-sheet capacity lets you load up for big jobs
10. Paper Supply Indicator Shows how much paper remains
11. Power Switch Energy Star-certified to use less power
12. Power Cord Receptacle Energy Star-certified to use less power
13. Service Host Port Allows firmware downloads and enables Samsung's Embedded Solutions Platform
14. USB Port Ready to plug in
15. Ethernet Port Easily connects to your existing network
16. Telephone Socket (Top) and Extension Telephone Socket (Bottom) Easily connects to your existing system
17. Toner High-yield cartridge yields 10,000 pages

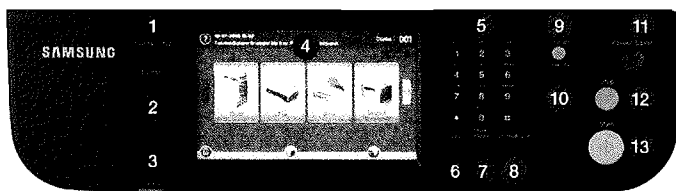


Easy-to-Use 7" Touch Screen LCD Control Panel

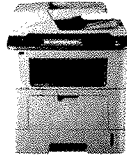
- Intuitive touch screen operation is easy to learn and navigate, making user training a snap.
- Control security and manage your jobs right from the control panel. Enter codes to access jobs. Rearrange jobs in the queue for maximum efficiency.
- Advanced fax functions such as email forwarding can be easily managed from the touch screen control panel.

Touch Screen Panel

1. Machine Setup Quick and intuitive setup
2. Job Status Reprioritize jobs for efficiency
3. Status Lets you know you're online
4. Screen 7" colour touch screen is highly intuitive
5. Number Keypad Allows entry of up to 500 access codes
6. Clear Lets you re-enter information
7. Redial/Pause Saves time when faxing
8. On-Hook Dial Lets you hear dial tone so you can navigate an automated answering system
9. Interrupt Lets you interrupt one job to perform another
10. Clear All Restores all custom settings to defaults
11. Power Saver Puts unit to sleep after inactivity to save power
12. Stop Button Lets you cancel a job and begin again
13. Start Button Starts copying/printing at speeds up to 35 cpm/ppm



SCX-5935FN



Monochrome Laser Copy/Print/Scan/Fax

Security Features

Secure Print

Send a confidential job to the SCX-5935FN, and it will hold the job until you release it with your password at the touch screen.

Delay Print

You can send a large job, then have it print during off-hours, to increase security and printer availability.

Hard Drive

Your data is safe. Data is stored using 128 bit encryption. Image overwrite electronically "shreds" data stored on hard drive automatically after every job as scheduled by an administrator.

Network Authentication

Restricts device access by validating user name and passwords.

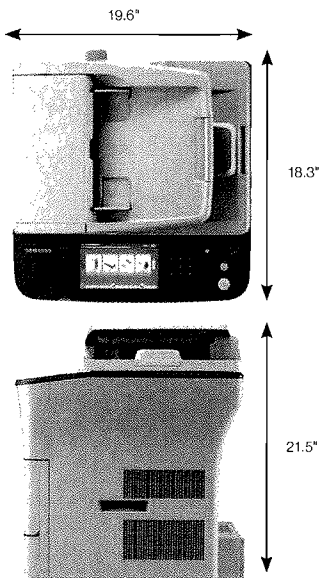
Fax Security

Network and phone lines are isolated to eliminate incoming fax-based network virus attacks. Incoming faxes can be set to print only when you authorize them at the touch screen control panel.

Secure Network

Communications with industry standards including SNMPV3.0, SSL, HTTPS.

SCX-5935FN Dimensions



Specifications

SCX-5935FN

Print	
Speed (Mono)	Up to 35 ppm in Letter, (Simplex); up to 18 ipm, (Duplex)
First Print Out Time (Mono)	Less than 8.5 seconds (From Ready mode)
Resolution	Up to 1200 x 1200 dpi (effective output)
Processor	Samsung 360 MHZ
Emulation	PCL5e, PCL6, PostScript Level3, PDF 1.4, TIFF
Duplex Print	Standard
Copy	
Speed	Up to 35 cpm in Letter (Simplex), Up to 18 ipm (Duplex)
Resolution	Up to 1,200 x 1,200 dpi (effective output)
First Copy Out Time	Platen: Less than 9.5 seconds (From Ready mode)
Zoom Rate	25-400% (platen), 25-200% (ADF)
Multi Copy	1-999 pages
Duplex Copy	Standard (1:2, 2:2, 2:1)
Copy Features	ID Copy, 2-up, 4-up, Poster Copy, Clone Copy, Collation Copy, Auto-fit, Book Copy, Margin shift, Covers, Transparencies, Booklet, Erase edge, Book center erase, Page numbering, Time & Date stamp, ID stamp, Erase background
Scan	
Compatibility/Method	TWAIN Standard, WIA Standard/Colour CCD
Resolution (Optical/Enhanced)	Up to 600 x 600 dpi/Up to 4,800 x 4,800 dpi
Scan To	PC, Email, USB Memory, FTP, SMB
Effective Scan	Platen: 11.6" x 8.2", DADF: 13.7" x 8.2"
Other	7 Security email via SSL; Network Authentication; (SMB, LDAP, Kerberos)
Fax	
Compatibility/Compression	ITU-T G3 (MH/MF/MMR/JBIG/JPEG)
Modem Speed	33.6kbps
Resolution	Standard: 203 x 98 dpi, Fine/Photo: 203 x 196 dpi, Super Fine: 300 x 300 dpi, Color: Up to 200 x 200 dpi
Memory	HDD Backup
Auto Dial	Speed dial : 200 Locations, Up to 100 Group dial locations
Fax Features	On hook Dial, Auto Redial, Last Number Redial, Auto Reduction, Multi-send, Delayed Send, Fax forwarding (Email/Fax), Broadcasting up to 209 locations
Paper Handling	
Input Capacity and Types	500-sheet Cassette Tray, 50-sheet Multi-purpose Tray (Maximum paper capacity 1,050 sheets)
Output Capacity and Types	250-sheet Face Down
Media Size	3" x 5" - 8.5" x 14"
Media Type	Plain, Thin, Thick, Recycled, Cotton, Transparency, Label, Cardstock, Bond, Envelope, Archive, Pre-Printed, Coloured
DADF Capacity	50-sheet
DADF Document Size	Width: 5.6" - 8.5" Length: 5.8" - 14"
General	
LCD	7" WVGA (800 x 480) Color Touch Screen
Memory/Storage	256 MB (Max. 512 MB) / 80GB HDD
OS Compatibility	Windows 2000/2003/2008 Server/XP/Vista, Various Linux OS, Mac OS X 10.3-10.5, Citrix Presentation Server (Compatible), SAP (Compatible), Windows Terminal Services
Interface	Hi-Speed USB 2.0, Ethernet 10/100BaseTX
Noise Level	Less than 52 dBA (Printing), Less than 54 dBA (Copying), Less than 39 dBA (Standby)
Duty Cycle (Monthly Max.)	80,000 pages
Dimension (W x D x H)	19.6" x 18.3" x 21.5"
Weight (with consumables)	50.88 lbs.
Security	Image Overwrite Security, SSL, Authentication, HTTPS, SecurePrint, SecureFax, SNMPV3, IP filtering, IEEE 802.1x
Consumables	
Yield	High Yield: Average Cartridge Yield 10,000 standard pages. (Ships with 4,000 Yield Starter Toner Cartridge) Declared Cartridge Yield in accordance with ISO/IEC 19752
Type	Single Cartridge
Options	
Options	500-sheet Cassette Tray Memory - 256MB

Product Support: 1-800-SAMSUNG
www.samsung.com/ca/mfp

SAMSUNG Toner Recycling Program
www.samsung.com/ca/star



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Samsung Printer *Xpress* M2835DW Samsung Multifunction *Xpress* M2885FW

MONO LASER PRINTERS FOR TODAY'S MOBILE WORK ENVIRONMENT



YOU'VE GONE MOBILE, AND SO HAS YOUR PRINTER.


Today, small business means mobile business. That's precisely why we designed the Samsung Xpress M2835DW and M2885FW mono laser printers. Equipped with Samsung SMART Printing Solutions™, they link seamlessly with mobile devices enabling you to be more productive wherever work takes you. The NFC technology makes printing wirelessly from a mobile device a breeze. Just tapping your smartphone is all it takes. Adding to the innovation is sharp, professional document quality, the capability to print varying media types and eco-friendly printing options that help you save money. Everything, in other words, to help you meet the demands of today's modern business world.


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KEY FEATURES



Get Print on Tap

Near Field Communication (NFC) printing is a wireless sharing technology that enables your mobile device to connect and communicate with your printer. Simply tap your phone or tablet to your multifunction printer, and print.



Direct Printing Without an App

You can even print photos and web pages from GALAXY S² series devices without needing an app.*



Be More Productive with 4-in-1 Versatility

The Samsung M2885FW is an all-in-one (AIO) device that lets you print, copy, scan and fax complex documents more quickly, easily and efficiently.



Professional Image Quality

Samsung's ReCP technology improves readability of printed documents by enhancing thin lines and sharpening the edges of negative text. You get sharp, solid prints with an effective print resolution output of up to 4800 x 600 dpi.



Print Diverse Media

Samsung Xpress printers are built to handle a wide range of media types. You can produce flyers and other collateral, on cardstock and other media, as heavy as 59 lb. bond.



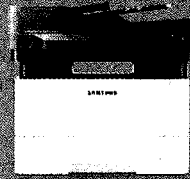
Enjoy a Low TCO

Samsung high-yield toner cartridges help you reduce total cost of ownership. Samsung Eco Solutions let you save even more by lowering toner and paper usage, and reducing energy consumption.

*There is also no app needed for iOS[®]-supported devices using AirPrint.[™]

SAMSUNG

Samsung Printer
Xpress M2835DW
 Samsung Multifunction
Xpress M2885FW



KEY SPECIFICATIONS For complete product specifications, visit samsung.com/printer

Product	Model Number	M2835DW	M2885FW
	Function	Print	4-in-1 Print, Copy, Scan, Fax
	Value Added Features	Built-in Wireless, WPS (Wi-Fi Protected Setup), One-Touch Eco-Button, NFC	Built-in Wireless, WPS (Wi-Fi Protected Setup), One-Touch Eco-Button, NFC
Print	Speed	Up to 29 ppm	Up to 29 ppm
	Emulation	SPL (Samsung Print Language) / PCL5e / PCL6	SPL (Samsung Print Language) / PCL5e / PCL6
	Resolution	Up to 4,800 x 600 dpi	Up to 4,800 x 600 dpi
	First Page Out Time	Less than 8.5 Seconds	Less than 8.5 Seconds
	Duplex Print	Built-in	Built-in
Copy	Copy Speed	N/A	Up to 29 cpm
	Resolution	N/A	Up to 1200 x 1200 dpi
	First Copy Out Time	N/A	Less than 14 Seconds
	Zoom Range	N/A	25% to 400%
	Multi Copy	N/A	1-99 Pages
	Copy Features	N/A	ID Copy, N-Up, Reduce/Enlarge, Book Copy
	Scan	Scan Compatibility	N/A
Scan Method		N/A	Color CIS
Resolution (Optical/Enhanced)		N/A	1200 x 1200 dpi/Up to 4800 x 4800 dpi
Scan Depth (Mono/Color)		N/A	8 bit / 24 bit
Scan Speed		N/A	Up to 17 ipm
Scan To		N/A	PC, Network
Fax	Compatibility	N/A	ITU-T G3, ECM
	Communication System	N/A	PSDN / PABX
	Modem Speed	N/A	33.6 Kbps
	Fax Memory (Max.)	N/A	600 pages (8 MB)
	Fax Features	N/A	Color, On Hook Dial, Search, Speed Dial, TAD IF, Pause, Auto Redial, Last Number, Distinctive Ring, Caller ID, External Phone Interface, Tx / Rx Journal, Confirmation, Fax to PC, Delayed Fax
Paper Handling	Input Capacity	250 sheets	250 Sheets
	Output Capacity	150 sheets	120 Sheets
	Media Size	3" x 5" - 8.5" x 14"	3" x 5" - 8.5" x 14"
	Media Type	Plain, Thin, Thick, Cardstock, Transparency, Pre-Printed, Recycled, Archive, Bond, Label, Envelope, Thick Envelope, Cotton, Colored	Plain, Thin, Thick, Cardstock, Hole Punched, Transparency, PrePrinted, LetterHead, Recycled, Archive, Bond, Label, Envelope, Cotton, Colored, Glossy, Thicker Paper
	Media Weight	16 - 59 lbs.	16 - 59 lbs.
	ADF Capacity	N/A	40 Sheets
	ADF Document Size	N/A	Width: 5.6" x 8.5"
General	Processor	600 MHz	600 MHz
	Memory (Max.)	128 MB	128 MB
	OS Compatibility	Windows (32/64 bit) XP/2003/Vista/2008/7/8/2008 R2/Server 2012, Mac OS X 10.5 - 10.9, Various Linux, Various UNIX	Windows (32/64-bit) 2000/XP/2003/2008 Server/Vista, Windows 7, Various Linux, OS Mac OS X 10.3 - 10.7
	Interface	Hi-Speed USB 2.0, Ethernet, 802.11b/g/n Wireless, Wi-Fi Direct	Hi-Speed USB 2.0, 802.11b/g/n Wireless, Wi-Fi Direct
	Mobile Printing	Samsung Mobile Print App, Google Cloud Print, AirPrint	Samsung Mobile Print App, Google Cloud Print, AirPrint
	User Interface	N/A	2-line LCD
	Noise Level	Less than 50 dBA Printing	Less than 50 dBA Printing
	Power Consumption	400 W (Printing), 45 W (Standby), 1.3 W (Sleep), 1.8 W (Sleep with Wi-Fi Direct), 1.2 kWh TEC, 1.3 kWh TEC (with Wi-Fi Direct)	400 W (Printing), 45 W (Standby), 1.6 W (Sleep), 2.4 W (Sleep with Wi-Fi Direct), 1.25 kWh TEC, 1.4 kWh TEC (with Wi-Fi Direct)
	Monthly Duty Cycle	12,000 images per month	12,000 images per month
	Unit Dimensions (W x D x H)	14.5" x 13.2" x 8.0"	15.8" x 14.3" x 14.4"
	Box Dimensions (W x D x H)	17.8" x 16.5" x 13.0"	18.3" x 16.8" x 19.5"
	Unit Weight	16.4 lbs.	24.9 lbs.
	Box Weight	21.2 lbs.	31.1 lbs.
	Consumables	Starter Toner Yield	1,200 pages
Toner		Black Standard: 1,200 page toner yield (MLT-D116S) Black High: 3,000 page toner yield (MLT-D116L)	Black Standard: 1,200 page toner yield (MLT-D116S) Black High: 3,000 page toner yield (MLT-D116L)
Toner Metrics		Declared Yields in Accordance with ISO/IEC 19752	Declared Yields in Accordance with ISO/IEC 19752
Imaging Unit		Black Imaging Unit: 9,000 pages (MLT-R116)	Black Imaging Unit: 9,000 pages (MLT-R116)
Accessories	Included	Set / Toner Cartridge / Imaging Unit / Power Cable / Manual User's Guide* / Driver CD (Driver / EUG / Application) / Quick Installation Guide / Warranty Card* / Product Registration Card* / Service Card* / USB Cable* / Tel Line Cord. Item(s) with * mark may not be supplied by some countries.	Set / Toner Cartridge / Power Cable / Manual User's Guide* / Driver CD (Driver / EUG / Application) / Quick Installation Guide / Warranty Card* / Product Registration Card* / Service Card* / USB Cable* / Item(s) with * mark may not be supplied by some countries.

CONSUMABLES For a complete list of accessories, visit samsung.com/printer

MLT-D116S
 Black Standard Toner Cartridge,
 1,200-page yield



MLT-D116L
 Black High-Yield Toner Cartridge,
 3,000-page yield



MLT-R116
 Average Drum Yield
 9,000-pages



starprogram
 SAMSUNG Toner Recycling Program
samsung.com/starus

SAMSUNG

For complete product information and accessories, visit samsung.com or samsung.com/printer

Product Support: 1-800-SAMSUNG | Follow us: [youtube.com/samsungprinting](https://www.youtube.com/samsungprinting) | @Samsungtweets

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

17th

day of

November 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 57-23SEP15 – HVAC Services Term & Supply as follows:

- Primary Award to Air Systems
- Secondary Award to Air Masters
- Preventative Maintenance Award for Public Works to Mastertech Plumbing, Heating & Cooling

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

Done this 17th day of November, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

539-2615

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, Buyer
DATE: November 9, 2015
RE: 57-23SEP15 – HVAC Services Term and Supply

57-23SEP15 – HVAC Services Term and Supply opened on September 23, 2015. Three bids were received and Facilities Maintenance, Sheriff's Department and Public Works recommends primary award by low bid to Air Systems and secondary award to Air Masters. The Preventative Maintenance section 5.8.2. for Public Works shall be awarded to Mastertech Plumbing, Heating & Cooling.

This is a term and supply contract and invoices will be paid from the following:

Department 6100 – Facilities and Grounds Maintenance, account 60200 – Equipment Repairs / Maintenance. Budgeted \$14,700.00
Department 1256 – Sheriff and Corrections Building Maintenance, account 60100 – Building Repairs / Maintenance. Budgeted \$24,104.00
Department 2040 – Public Works Maintenance Operations, account 60100 – Building Repairs / Maintenance. Budgeted \$20,000.00

ATT: Bid Tabulation

cc: Bob Davidson, Facilities Maintenance
Gary German, Sheriff's Department
Greg Edington, Public Works Department
Bid File

57-23SEP15 - HVAC Services Term and Supply

539-2015

5.8.1.	ITEM	PRICING			
	ITEM	DESCRIPTION	Master Tech	Air Systems	Air Masters
HVAC					
	1	Material (% markup over Contractor cost) \$0-\$2500	20%	25%	20%
	2	Material (% markup over Contractor cost) \$2500-\$4,499	10%	20%	18%
	3	Material (% markup over Contractor cost) \$4,500 and up	5%	15%	16%
	4	Rental Equipment (% markup over Contractor cost) per unit	10%	5%	22%
	5	Labor (Straight Time per hr) Major Repair: Prevailing Wage	\$110.00	\$83.00	\$85.00
		Labor (Straight Time per hr) Maintenance/Small Repair: Non-Prevailing Wage	\$75.00	\$80.00	\$78.00
	6	Rate per hour for each additional technician (Straight Time) Major Repair: Prevailing Wage	\$95.00	\$83.00	\$85.00
		Rate per hour for each additional technician (Maintenance/Small Repair: Non-Prevailing Wage)	\$60.00	\$80.00	\$78.00
	7	Labor (Nights/Weekends) (Straight Time per hr) Major Repair: Prevailing Wage	\$130.00	\$124.50	\$105.00
		Labor per hr (Nights/Weekends) Maintenance/Small Repair: Non-Prevailing Wage	\$95.00	\$120.00	\$98.00
	8	Rate per hour for each additional technician (Nights/Weekends) Major Repair: Prevailing Wage	\$120.00	\$124.50	\$105.00
		Rate per hour for each additional technician (Nights/Weekends) Maintenance/Small Repair: Non-Prevailing Wage	\$85.00	\$120.00	\$98.00
	9	Labor per hr (Holidays as listed in 5.10. of this Response Form) Major Repair: Prevailing Wage	\$145.00	\$124.50	\$122.00
		Labor per hr (Holidays as listed in 5.10. of this Response Form) Maintenance/Small Repair: Non-Prevailing	\$110.00	\$120.00	\$112.00
	10	Rate per hour for each additional technician (Holidays) Major Repair: Prevailing Wage	\$125.00	\$124.50	\$122.00
		Rate per hour for each additional technician (Holidays) Maintenance/Small Repair: Non-Prevailing Wage	\$90.00	\$120.00	\$112.00
	11	Flat rate per hour for emergency service outside normal business hours, to include all workers and repairs. Major Repair: Prevailing Wage	\$250.00	\$124.50	\$105.00
		Flat rate per hour for emergency service outside normal business hours, to include all workers and repairs. Maintenance/Small Repair: Non-Prevailing Wage	\$175.00	\$120.00	\$98.00

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BOILERS/CHILLERS				
1	Material (% markup over Contractor cost) \$0-\$2500	N.A.	25%	20%
2	Material (% markup over Contractor cost) \$2500-\$4,499	N.A.	20%	18%
3	Material (% markup over Contractor cost) \$4,500 and up	N.A.	15%	16%
4	Rental Equipment (% markup over Contractor cost) per unit	N.A.	5%	22%
5	Labor (Straight Time per hr) Major Repair: Prevailing Wage	N.A.	\$85.00	\$85.00
	Labor (Straight Time per hr) Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$83.00	\$82.00
6	Rate per hour for each additional technician (Straight Time) Major Repair: Prevailing Wage	N.A.	\$85.00	\$85.00
	Rate per hour for each additional technician (Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$83.00	\$82.00
7	Labor (Nights/Weekends) (Straight Time per hr) Major Repair: Prevailing Wage	N.A.	\$127.50	\$105.00
	Labor per hr (Nights/Weekends) Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$124.50	\$100.00
8	Rate per hour for each additional technician (Nights/Weekends) Major Repair: Prevailing Wage	N.A.	\$127.50	\$105.00
	Rate per hour for each additional technician (Nights/Weekends) Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$124.50	\$100.00
9	Labor per hr (Holidays as listed in 5.10. of this Response Form) Major Repair: Prevailing Wage	N.A.	\$127.50	\$122.00
	Labor per hr (Holidays as listed in 5.10. of this Response Form) Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$124.50	\$118.00
10	Rate per hour for each additional technician (Holidays) Major Repair: Prevailing Wage	N.A.	\$127.50	\$122.00
	Rate per hour for each additional technician (Holidays) Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$124.50	\$118.00
11	Flat rate per hour for emergency service outside normal business hours, to include all workers and repairs. Major Repair: Prevailing Wage	N.A.	\$127.50	\$105.00
	Flat rate per hour for emergency service outside normal business hours, to include all workers and repairs. Maintenance/Small Repair: Non-Prevailing Wage	N.A.	\$124.50	\$100.00

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5.8.2.	Preventive Maintenance (Public Works)				
	1	Spring and Fall checks (per visit)	\$300.00	\$659.00	\$2,550.00
	2	Mid-Year and Winter checks (per visit)	\$150.00	\$274.00	\$780.00
	3	Did vendor include Add/Alternative Attachment? 5A (Yes or No)	NO	YES	NO
5.8.3.	Annual start-up checks (Sheriff Department & Courthouse)				
	1	Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard (per visit)	N.A.	\$260.00	\$850.00
	2	Start-up check for Weil-McLain water boilers located in A Building mechanical room (per visit)	N.A.	\$260.00	\$700.00
	3	Start-up check for McQuay Chiller located in Courthouse (per visit)	N.A.	\$260.00	\$825.00
	4	Did vendor include Add/Alternative Attachment 5B? (Yes or No)	N.A.	YES	NO
5.9		Emergency Twenty-Four Hour Service Contact: Name, Telephone #, Title	Jerry Hall - 573-881-9927 - General Manager	Al Brown - 573-817-0700 - Scheudler	On Duty Tech - 573-442-6100 - Service Coordinator
5.10.		Holidays: Contractor shall list the holidays observed by their company	New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas	Christmas Day, Thanksgiving Day & Day after, Independence Day, Labor Day, New Years Day and Memorial Day.	New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas
5.11.		Evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engage in business of such work included in Bid Response? (Yes / No)	NO	YES	YES

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RENEWALS				
HVAC - Maintenance/Small Repair- Non Prevailing Wage:				
5.12.	Maximum % Increase 1st Contract Renewal Term:	5.0%	3.0%	3.0%
	Maximum % Increase 2nd Contract Renewal Term:	5.0%	3.0%	6.0%
	Maximum % Increase 3rd Contract Renewal Term:	5.0%	3.0%	9.0%
	Maximum % Increase 4th Contract Renewal Term:	5.0%	3.0%	12.0%
BOILERS/CHILLERS - Maintenance/Small Repair - Non Prevailing Wage:				
	Maximum % Increase 1st Contract Renewal Term:	N.A.	3.0%	3.0%
	Maximum % Increase 2nd Contract Renewal Term:	N.A.	3.0%	6.0%
	Maximum % Increase 3rd Contract Renewal Term:	N.A.	3.0%	9.0%
	Maximum % Increase 4th Contract Renewal Term:	N.A.	3.0%	12.0%
PREVENTATIVE MAINTENANCE - Public Works (Maintenance/Non-Prevailing				
	Maximum % Increase 1st Contract Renewal Term:	N.A.	3.0%	3.0%
	Maximum % Increase 2nd Contract Renewal Term:	N.A.	3.0%	6.0%
	Maximum % Increase 3rd Contract Renewal Term:	N.A.	3.0%	9.0%
	Maximum % Increase 4th Contract Renewal Term:	N.A.	3.0%	12.0%
YEARLY START UP CHECKS - Sheriff Department (Maintenance/Non-Prevailing				
	Maximum % Increase 1st Contract Renewal Term:	N.A.	3.0%	3.0%
	Maximum % Increase 2nd Contract Renewal Term:	N.A.	3.0%	6.0%
	Maximum % Increase 3rd Contract Renewal Term:	N.A.	3.0%	9.0%
	Maximum % Increase 4th Contract Renewal Term:	N.A.	3.0%	12.0%
YEARLY START UP CHECKS - Courthouse (Maintenance/Non-Prevailing Wage)				
5.13.	COOP ? (YES OR NO)	NO	YES	YES
	No Bids: NONE			

**PURCHASE AGREEMENT
FOR
HVAC SERVICES TERM AND SUPPLY
(Primary Supplier)**

THIS AGREEMENT dated the 17th day of November 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Air Systems, LLC** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **HVAC Services Term and Supply**, County of Boone Request for Bid number **57-23SEP15**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications, Prior Experience, Work Authorization Certification, Certification Regarding Debarment, Prevailing Wage Order #22, any applicable addenda, and the Contractor's bid response dated **September 23, 2015** and executed by **Phillip Porter**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2016** and extend **through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Contractor has been selected for award as the Primary Supplier for the following:

5.8.1. "As Needed" Repairs and/or Maintenance Work

5.8.3. Annual start-up checks (Sheriff Department & Courthouse)

Air Systems, LLC shall act as the primary supplier and shall furnish emergency HVAC Services for the County. The Primary Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Primary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus on-half (1/2) hour. If the proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street,

Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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


6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. Termination - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

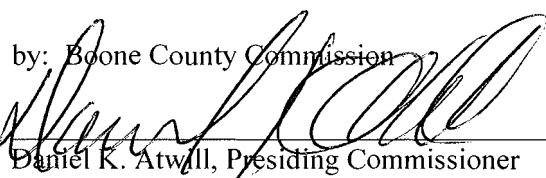
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

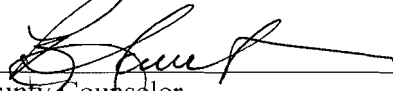
AIR SYSTEMS, LLC

by 
 title Estimator
 address 1208 Jefferson St.
Columbia, Mo. 65203

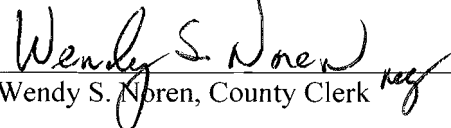
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor

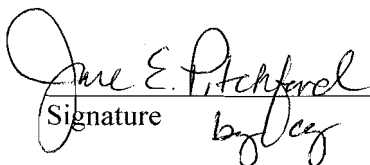
ATTEST:


 Wendy S. Noen, 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.)

6100, 1256, 2040/60200/60100/60100 Term & Supply


 Signature by JEP

11/10/15
Date

No Encumbrance Required
Appropriation/Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

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

5. Response Form

5.1. Company Name: Air Systems

5.2. Address: 1208 Jefferson St

5.3. City/Zip: Columbia / 65203

5.4. Phone Number: 573-877-0700

5.5. E-Mail: philp@air systems LLC. com

5.6. Fax Number: 573-443-1688

5.7. Federal Tax I.D. 431832613

5.7.1 () Corporation

() Partnership – Name _____

() Individual/Proprietorship – Individual Name _____

() Other (Specify) LLC

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. **“As Needed” Repairs and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m.* Rates per hour shall be quoted using one (1) service technician.

HVAC-

ITEM	DESCRIPTION	UNIT PRICE																											
1.	Material \$0 - \$2500.00 (markup over Contractor cost)	<u>25</u> % markup																											
2.	Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	<u>20</u> % markup																											
3.	Material \$4,500.00 and Up (markup over Contractor cost)	<u>15</u> % markup																											
4.	Rental Equipment (markup over Contractor cost) per unit	<u>5</u> % markup																											
<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="text-align: center;">Major Repair:</td> <td style="text-align: center;">Maintenance/Small</td> </tr> <tr> <td></td> <td style="text-align: center;">Prevailing Wage</td> <td style="text-align: center;">Repair: Non-Prevailing</td> </tr> <tr> <td>5.</td> <td>Labor (Straight Time)</td> <td><u>83⁰⁰</u> /per hr</td> </tr> <tr> <td>6.</td> <td>Rate per hour for each additional technician (Straight Time)</td> <td><u>80⁰⁰</u> /per hr</td> </tr> <tr> <td>7.</td> <td>Labor (Nights/Weekends)</td> <td><u>124.50</u> /per hr</td> </tr> <tr> <td>8.</td> <td>Rate per hour for each additional technician (Nights/weekends)</td> <td><u>120</u> /per hr</td> </tr> <tr> <td>9.</td> <td>Labor (Holidays as listed in 5.10. of this Response Form)</td> <td><u>124.50</u> /per hr</td> </tr> <tr> <td>10.</td> <td>Rate per hour for each additional technician (Holidays)</td> <td><u>120</u> /per hr</td> </tr> <tr> <td>11.</td> <td><i>Flat rate per hour for emergency service outside normal business hours, to include all</i></td> <td><u>120</u> /per hr</td> </tr> </table>				Major Repair:	Maintenance/Small		Prevailing Wage	Repair: Non-Prevailing	5.	Labor (Straight Time)	<u>83⁰⁰</u> /per hr	6.	Rate per hour for each additional technician (Straight Time)	<u>80⁰⁰</u> /per hr	7.	Labor (Nights/Weekends)	<u>124.50</u> /per hr	8.	Rate per hour for each additional technician (Nights/weekends)	<u>120</u> /per hr	9.	Labor (Holidays as listed in 5.10. of this Response Form)	<u>124.50</u> /per hr	10.	Rate per hour for each additional technician (Holidays)	<u>120</u> /per hr	11.	<i>Flat rate per hour for emergency service outside normal business hours, to include all</i>	<u>120</u> /per hr
	Major Repair:	Maintenance/Small																											
	Prevailing Wage	Repair: Non-Prevailing																											
5.	Labor (Straight Time)	<u>83⁰⁰</u> /per hr																											
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11.	<i>Flat rate per hour for emergency service outside normal business hours, to include all</i>	<u>120</u> /per hr																											

workers and repairs.

124.50/per hr

120 /per hr

BOILERS/CHILLERS-

ITEM DESCRIPTION

UNIT PRICE

- | | | |
|-----|---|--------------------|
| 12. | Material \$0 - \$2500.00 (markup over Contractor cost) | <u>25</u> % markup |
| 13. | Material \$2500.00 - \$4,499.00 (markup over Contractor cost) | <u>20</u> % markup |
| 14. | Material \$4,500.00 and Up (markup over Contractor cost) | <u>15</u> % markup |
| 15. | Rental Equipment (markup over Contractor cost) per unit | <u>5</u> % markup |

**Major Repair:
Prevailing Wage**

**Maintenance/Small
Repair: Non-Prevailing**

- | | | | |
|-----|--|--------------------------------|--------------------------------|
| 16. | Labor (Straight Time) | <u>85⁰⁰</u> /per hr | <u>83⁰⁰</u> /per hr |
| 17. | Rate per hour for each additional technician (Straight Time) | <u>85⁰⁰</u> /per hr | <u>83⁰⁰</u> /per hr |
| 18. | Labor (Nights/Weekends) | <u>127.50</u> /per hr | <u>124.50</u> /per hr |
| 19. | Rate per hour for each additional technician (Nights/weekends) | <u>127.50</u> /per hr | <u>124.50</u> /per hr |
| 20. | Labor (Holidays as listed in 5.10. of this Response Form) | <u>127.50</u> /per hr | <u>124.50</u> /per hr |
| 21. | Rate per hour for each additional technician (Holidays) | <u>127.50</u> /per hr | <u>124.50</u> /per hr |
| 22. | <i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs. | <u>127.50</u> /per hr | <u>124.50</u> /per hr |

5.8.2. **Preventative Maintenance (Public Works):** Refer to Primary Specifications for description of tasks for quoted cost per visit.

- | | | |
|----|----------------------------|--------------------------|
| 1. | Spring and Fall checks | \$ <u>659</u> /per visit |
| 2. | Mid-Year and Winter checks | \$ <u>274</u> /per visit |

3. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above preventative maintenance program, with any additional costs to above quoted cost per visit. Include in your bid response as **Attachment 5A.**

5.8.3. **Annual start-up checks (Sheriff Department & Courthouse):** Refer to Primary Specifications and Attachment I for task list.

- | | | |
|----|---|---------------------------------------|
| 1. | Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard | \$ <u>260⁰⁰</u> /per visit |
| 2. | Start-up check for Weil-McLain water boilers located in A Building mechanical room | \$ <u>260⁰⁰</u> /per visit |
| 3. | Start-up check for McQuay Chiller located in Courthouse. | \$ <u>260⁰⁰</u> /per visit |

4. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above yearly checks, with any additional costs to above quoted costs per visit. Include in your bid response as **Attachment 5B.**

5.9. **Emergency Twenty-Four Hour Service Contact:**

Name: AL Brown Telephone Number(s): 573-917-0700
Service Contact's job title within your company: Scheduler

- 5.10. Holidays: List the holidays observed by your company: Christmas Day - Thanksgiving Day a Day After
Independence Day & Labor Day, New Years Day, Memorial Day
- 5.11. Provide with your bid response, evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.C with your bid.**
- 5.12. **RENEWALS** – Quote maximum percentage increases for contract renewals:
 (Percentage markups quoted in 5.8.1. will remain fixed for duration of this contract)

HVAC- Maintenance/Small Repair- Non Prevailing Wage:

- 1st contract renewal term: 3 %
- 2nd contract renewal term: 3 %
- 3rd contract renewal term: 3 %
- 4th contract renewal term: 3 %

BOILERS/CHILLERS- Maintenance/Small Repair- Non Prevailing Wage:

- 1st contract renewal term: 3 %
- 2nd contract renewal term: 3 %
- 3rd contract renewal term: 3 %
- 4th contract renewal term: 3 %

PREVENTATIVE MAINTENANCE- Public Works (Maintenance/non-prevailing wage)

- 1st contract renewal term: 3 %
- 2nd contract renewal term: 3 %
- 3rd contract renewal term: 3 %
- 4th contract renewal term: 3 %

YEARLY START UP CHECKS- Sheriff Department (Maintenance/non-prevailing wage)

- 1st contract renewal term: 3 %
- 2nd contract renewal term: 3 %
- 3rd contract renewal term: 3 %
- 4th contract renewal term: 3 %

YEARLY START UP CHECKS- Courthouse (Maintenance/non-prevailing wage)

- 1st contract renewal term: 3 %
- 2nd contract renewal term: 3 %
- 3rd contract renewal term: 3 %
- 4th contract renewal term: 3 %

- 5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (A negative response to this question will not affect evaluation of your bid.) YES X NO _____
- 5.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

Date: 9-23-15

Print Name and Title of Authorized Representative:

Phillip Porter

Time: Estimator

ATTACHMENT A

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: Air Systems LLC
2. Business Address: 1208 Jefferson St.
3. When Organized: 1998
4. When Incorporated: 1999
5. List federal tax identification number: 431822613 If not incorporated, state type of business (sole proprietor, partnership, or other): LLC Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: 16
7. If you have done business under a *different name*, please give name and business location under that name: N/A
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? Yes ___ No
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No If so, give details: _____
11. List the number of employees in your employ who meet journeyman standards and with experience in working on commercial HVAC equipment, *and who will specifically service this contract*: Seven (7) who live in Columbia area.
12. List the number of employees in your employ who meet professional standards and with experience in working on commercial chiller/boiler equipment, *and who will specifically service this contract*: Six (6) who live in Columbia area.

13. List of contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See Exhibit A next page* _____

14. List of projects currently in progress: Cole County Prenger BLDG HVAC,
Bane County FPD - Chiller Replacement - Risk Rehabilitation Chiller Replacement

* Attach additional sheets as necessary *

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for maintenance and major repair on commercial HVAC equipment and centrifugal and screw chiller equipment.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

SEE Attached

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

HVAC Services - Term & Supply

Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemslc.com

CUSTOMER REFERENCES

Chiller Inspection Contract Customers

<u>Company</u>	<u>Equipment</u>	<u>Contact</u>	<u>Phone #</u>
Jacksonville Veterans Cemetery	Ground Source HP System	Larry Carmer	660-295-4237
VA Hospital	3 Trane Centrifugals	Kyle Grant	573-814-6000
Boone Hospital	3 York Centrifugals 1 Trane Centrifugal	Dallas Landcaster	573-815-3776
Square D Company	1 Trane Centrifugal 1 McQuay Centrifugal	Tom Banks	573-874-8250
St. Mary's Hospital	2 Trane Centrifugals	Mike Bock	573-761-7015
R.R. Donnelley	4 Trane Centrifugals	Chris Rackers	573-635-9161
Westminster College	1 York Centrifugal 1 York Screw 2 Trane Screw Chillers	Dan Haslag	573-592-5282
State Farm Insurance	4 Trane Centrifugals	Martin Mahieu	573-499-2422
Audrain Medical Center	2 York Centrifugals 1 Trane Centrifugal	Dave Schulte	573-582-8370
Caterpillar	1 Trane Screw Chiller	John Korte	660-882-1103
Unilever	2 Trane Centrifugals 1 Carrier Recip 1 McQuay Scroll	Trent Ellis	573-893-3040
Fitzgibbon Hospital	1 York Screw Chiller 1 Carrier Screw Chiller	Steve Bowyer	660-831-3298
Rusk Rehabilitation	1 McQuay Screw Chiller 1 Trane Screw Chiller	JR Arnold	573-817-4740



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

1) VMC...
HVAC Services - Term + Supply
Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemsllc.com

Time & Material Customers

<u>Company</u>	<u>Equipment</u>	<u>Contact</u>	<u>Phone #</u>
Mexico Veterans Home	1 Trane Centrifugal	Don Adams	573-581-1088
University Hospital	5 Carrier Centrifugals 3 Carrier Absorber Chillers	Bob Schnetzler	573-882-7797
Columbia Regional Hospital	2 York Centrifugals 3 Trane Centrifugals	Randy Brown	573-875-9228
TEVA Pharmaceuticals	2 FES Screw Chillers 1 Trane Screw Chillers	Frank Whittler	573-581-8080
State of Missouri (State Capitol)	2 York Centrifugals 2 McQuay Centrifugals 5 Trane Centrifugals	Joe Candrl	573-751-8618
EG&G Chemical Defense	2 Trane Centrifugals	Jason Wilson	573-596-1749
Stephens College	1 York Screw Chiller 1 Trane Centrifugal	Jim Klick	573-876-7171
Missouri River Regional Library	1 Trane Centrifugal	Don Kliethermes	573-634-2464
Moberly Corrections	2 York Screw Chillers	Sam Truesdale	660-263-3778
Boone County Fire Protection District	2 Trane Recip. Chillers	Jeff Scott	573-447-5000
Rusk Rehabilitation	1 Trane Recip Chiller 1 York Recip. Chiller	JR Arnold	573-817-4740

1208 Jefferson St.
Columbia, MD, 65203
573-817-0700

Company ID Number: 157971

Bid Number 57-23SEP15
HVAC Services - Term & Supply

Attachment "B"

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Air Systems, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

ATTACHMENT B

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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:

(Please complete and return with Bid)

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).

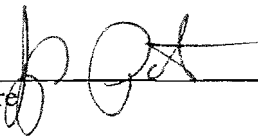
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

Phillip Pater - Estimator

Name and Title of Authorized Representative

Signature



Date

9-23-15

ATTACHMENT E

Contractor shall complete and return at the end of the contract term.

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



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemsllc.com

September 22, 2015

Bid Number 57-23SEP15
HVAC Services – Term & Supply

Attachment 5A

Preventive Maintenance Program (Public Works)

- No Additional Tasks proposed at this time

Phillip Porter
Estimator
573.808.0182 cell



Air Systems, LLC
Commercial & Industrial
Air Conditioning & Heating
1208 Jefferson St.
Columbia, MO 65203

Phone: (573) 817-0700
Fax: (573) 443-1688

Website: www.airsystemsllc.com

September 22, 2015

Bid Number 57-23SEP15
HVAC Services – Term & Supply

Attachment 5B

Annual Start-Up Checks (Sheriff Department & Courthouse)

- No Additional Tasks proposed at this time

Phillip Porter
Estimator
573.808.0182 cell

Bid Number 57-23 SEP 15
HVAC Services - Term & Supply
Attachment 5.11.C

NO. 811 CITY OF COLUMBIA, MO.
BOARD OF MECHANICAL EXAMINERS CERTIFICATE

Know all Men by JEFFERY J BEAR

~~These Present that~~

has been duly examined by the Board of Mechanical Examiners for the City of Columbia, Missouri, touching his qualifications is hereby certified to engage in and work within the City of Columbia as a

(Type A) MASTER

unless the certificate be sooner lawfully revoked or suspended.

Date April 7, 1992

Lawell B. Patterson

Director of Public Works

Air Systems LLC
1208 Jefferson St
Columbia, MO 65203
573-817-0700



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Jacob M. Garrett
Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: 57-23SEP15
Commodity Title: HVAC Services- Term and Supply

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Wednesday September 23, 2015
Time: 2:00 PM Central Time (*Bids received after this time will not be considered*)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building111
613 E. Ash, Room 111
Columbia, MO 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Wednesday September 23, 2015
Time: 2:00 PM Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Contract Conditions and Requirements
3.0: Primary Specifications
4.0: Response Presentation and Review
5.0: Response Form
Attachments: A Statement of Bidder's Qualifications (and Prior Experience)
B Compliance with (House Bill 1549) & Work Authorization
C Certification of Individual Bidder/Affidavit Certification Opt 2
D Debarment Certification
E Affidavit for Compliance with Prevailing Wage
F Affidavit of Compliance with OSHA Training
G Standard Terms and Conditions
H "No Bid" Response Form
I List of County Equipment
J State Prevailing Wage Order No. 22 (Dated 08/20/15)

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** – The County of Boone, through its Purchasing Department, invites responses which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2 and Section 3.

1.2. DEFINITIONS

- 1.2.1. **County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- 1.2.2. **Purchasing** – The Purchasing Department, including its Purchasing Director and staff.
- 1.2.3. **Department/s or Office/s** – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
- 1.2.4. **Designee** – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.5. **Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.
- 1.2.6. **Bidder** – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
- 1.2.7. **Contractor** – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.8. **Supplier** – All business/entities which may provide the subject goods and/or services.
- 1.2.9. **Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Request for Bid” is used when the need is well defined. An “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.10. **Response** – The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by e-mail to the Buyer or fax to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

- 1.3.1. Questions concerning these specifications may be submitted to the County no later than September 16th, 2015 by 5:00 p.m. Contact for Bid questions – Jacob M. Garrett – Buyer, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email JGarrett@boonecountymmo.org
- 1.3.2. **Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.3. Bidders shall visit the site of work and become familiar with the condition under which 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. Successful Bidder(s) 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.

- 1.3.4. **Bid Addendum** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.
- 1.5. **CONTRACT DOCUMENTS** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award, on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 1.5.1. **CONTRACT EXECUTION** – This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.2. **Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) The provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD**- The initial contract period will be **January 1, 2016 through December 31, 2016**, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.
- 1.7. **TERMINATION FOR CONVENIENCE** – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.

- 1.9. PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Contract Conditions and Requirements

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

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

2.1.2. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

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

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

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

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

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

2.4. 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.

2.5. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED-

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

b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.6. PREVAILING WAGE: With submission of a bid response, Vendor acknowledges that any major repair serviced in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22 (dated 08/20/15)** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 111, Columbia, MO 65201; or email JGarrett@boonecountymmo.org, or call the Purchasing office at (573) 886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

Wage Rates- "Major repair" work 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 worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 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 and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.

Notices- Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

Penalty- Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 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 or by an Subcontractor under them.

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 County an affidavit stating that they

have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

Wage Determination- The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission 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 such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

2.7. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

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

2.9. BILLING AND PAYMENTS- Invoices shall be submitted to the appropriate using department. Payment shall be made within 30 days of receipt of a correct monthly statement. County's contract number should appear on the invoices. All contracted work done for the County on a "time and material" basis must include the following information on the invoices:

1. Name of the County location where work was performed and date(s) work was performed.
2. If materials are used, and if total material cost is greater than \$1,000.00, provide itemized materials list and Contractor's cost for those items, indicating the contract markup % and net cost to County.
3. Itemized list and contractor's cost of rental equipment used, if any. (Include contract markup % and net cost)
4. Labor cost per hour with name(s) of crew member(s) on the job.
5. Total hours on project and total cost of labor.

If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.

Billing address shall be one of the following depending on the location where work is performed:

Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201

Public Works, 5551 Tom Bass Road, Columbia, MO 65201

Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.10. EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the contractor's quote 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 and/or quote shall be modified accordingly.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract and/or quote, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents. All Contract modifications must be in writing from the authorized agent of the County and be in the form of a Contract Change Order.

3. Primary Specifications

3.1. PURPOSE / INTENT – Boone County, hereafter referred to as “County”, seeks bid offers from qualified vendors with the intent to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term and Supply contract to provide all labor, materials, tools, equipment, transportation, services, and supervision in the performance of **HVAC Services, to include Boiler and Chiller Maintenance**, for various properties of Boone County, Missouri. Services will be requested by the Facilities Maintenance, Public Works, and Sheriff Departments for maintenance and/or repairs on an “as needed” basis. County may, during the course of this contract, add or delete service locations. This shall not be cause for Contractor’s prices to change during any given contract period.

3.2. SCOPE OF WORK – This contract shall cover servicing, adjusting, and repairing heating, ventilating, air conditioning, boilers and chillers, and all associated equipment to various county facilities. A list of equipment to be covered under this contract is enclosed as Attachment I. This list is not necessarily all-inclusive; any existing equipment inadvertently omitted from the attached list shall be included for service under this contract. New installations will be covered within the scope of this contract. *Additionally, the County reserves the right to bid separately any repair/replacement project with an estimated cost of \$6,000 or more. The County of Boone has the right to request a quote at anytime.*

3.3. Estimated Usage – Based on past usage for HVAC services, the estimated total expenditures against this contract are expected to meet or exceed \$6,000 annually. However, this amount is an estimate only and as such, does not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS-

3.4.1. Work Hours- The Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in the Response Form section.

3.4.2. Security - Contractor shall be responsible for providing and updating a list of the Contractor’s employees working at any of the locations. Contractor shall comply with all security measures required by Boone County. All aspects of building security will be discussed with the Contractor by County department designees after contract is in place and before Notice to Proceed on any project is provided.

3.4.2.a. Criminal Background Check - Boone County reserves the right to approve individuals who will be working on this project. Individual employees will be expected to execute appropriate releases to authorize criminal background checks. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, shall not be permitted to work on the project.

3.4.3. Equipment/Safety- Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during work under the contract. The safety of the Contractor’s employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

3.4.4. Workmanship- Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

3.4.5. Cleaning- Contractor shall keep the premises clean of all rubbish and debris generated by the work involved. Contractor, at his/her expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be

removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the county department's representative shall be consulted.

3.4.6. Final Inspection and Approval- The Contractor shall request the facility authority responsible for the work location to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by the facility authority responsible for the site.

3.4.7. Property Damage- The Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

3.4.8. Repair/Warranties- The Contractor shall guarantee all work performed under this contract. The Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty service will be performed at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

3.4.9. Materials- All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

3.4.10. Replacement Parts- Replacement parts furnished must be of the same manufacturer or an equal product approved by county facility designee. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.

3.4.11. Labor Rates- Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.

3.4.12. FOB Point- Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

3.4.13. Repairs – "As needed" basis. For non-emergency repairs Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor's *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the County's facility designee. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If a unit is to be down for more than twelve (12) hours, the county department representative will be advised and informed in writing of the nature or repairs that cause the shutdown. Contractor shall respond within a *one hour period* to any and all service requests which are designated as emergency repair. Emergency repairs may be quoted verbally to expedite the job, followed up with a written quote based on the verbal quote. Unit prices quoted shall not exceed contract prices.

3.4.14. Response Time – Contractor shall respond within a one hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such

emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours, to include all workers and repairs.

3.4.15. Sub-Contractors- No subcontractors shall be used without prior written approval of the County's designated representative.

3.4.16. Working with County's Personnel- The Contractor must agree to work alongside the County's maintenance staff.

3.4.17. Service Locations in Columbia, Missouri include, but not necessarily limited to- Boone County Government Center, 801 E. Walnut St.

Sheriff Department, 2121 County Drive

Sheriff Department Annex, 2111 County Drive

County Courthouse, 705 E. Walnut St.

Boone County Annex, 613 East Ash Street

Johnson Building, 601 East Walnut Street

Alternative Sentencing, 607 East Ash Street

Public Works, 5551 Tom Bass Road

Robert L. Perry Juvenile Justice Center, 5665 Roger I. Wilson Drive

Joint Communications, 609 E. Walnut Street

Emergency Communication Center, 2145 E. County Drive

Reality House Programs Inc, 1900 Prathersville Road East

Centralia Clinic, 1021 E. Highway 22, Centralia

Boone County Family Health Center, 1001 West Worley

Life Styles Building, 101 North 7th Street

Law Offices, 609 East Walnut

IV – D Offices, 605 East Walnut, Suite B

Community Services, 605 East Walnut, Suite A

Boone County Fairgrounds, 5212 Oakland Gravel Road

3.5. HVAC Preventative Maintenance Program- Boone County proposes a quarterly preventative maintenance program for the *Public Works Facility* located at 5551 Tom Bass Rd, Columbia, Missouri. Each visit would include filter changes for four (4) heater/AC units, as well as a springtime check of all A/C related items and a fall check for heater related issues. Bidder is encouraged to provide with bid, samples of forms proposed to be used as checklist/reporting of services. If, during any visit the Contractor determines that a repair is warranted and Public Works Designee approves, repair will be done at service rates listed in the Response Form within this bid. Any work estimated to be \$6000.00 or greater may be bid out separately at discretion of County. Delivery Terms: FOB- Destination, Boone County Public Works Department, Maintenance Operations, 5551 Tom Bass Rd, Columbia, Mo 65201.

3.5.1. Equipment for Public Works Facility:

(The 4 units below have coils and outside A/C compressor units):

Make/Model: Carrier, 59TN6A080V17114; SN: 1914A45741

Make/Model: Carrier, 58MCA100-20; SN: 1796A02070

Make/Model: American Standard, AUX100C960D2; SN: 3143E77G

Make/Model: American Standard, RXC03153HPC0; SN: 2475RAD5G

Six (6) 'hanging' heaters for shop areas:

Reznor used oil furnace (in truck parking area)

Hanging gas furnace (in truck parking area)

Hanging propane furnace (in sign shop)

Electric wall mounted forced air furnace (in oil room)

Hanging gas furnace (mechanics shop area- south side)

Hanging gas furnace (mechanics shop area- north side)

Filter size/information:

- (1) 14" x 20" x 1" premium pleated filter
- (1) 16" x 25" x 1" premium pleated filter
- (1) 16" x 20" x 1" premium pleated filter
- (1) Lifetime washable filter- will require cleaning as part of maintenance
(For purposes of this bid, 'premium' means any filter rated 30% or above efficiency)

Boone County Public Works – North Facility

Make/Model: Carrier, 24ACB336A300 – Standard residnital/Humidifer/Electronic Air Cleaner “Propane Heating” Zoned 2.

Make/Model: (5) Modine Hotdawg Hanger Propane Heaters

3.5.2. Spring check:

- 1. Filter changes on the equipment listed above.
- 2. Visual inspection of all electrical connections; check voltage and current on motors.
- 3. Lubricate all moving parts if applicable/necessary.
- 4. Check controls of the system to ensure proper operation. Check the starting cycle of the equipment to ensure the system starts, operates, and shuts off properly.
- 5. Check all condensate drains to ensure proper operation.
- 6. Clean evaporator and condenser AC coils. Inspect and straighten cooling fins if bent.
- 7. Check refrigerant levels and adjust as necessary.

3.5.3. Mid-Year check:

- 1. Filter changes on the equipment listed above.

3.5.4. Fall check:

- 1. Filter changes on the equipment listed above.
- 2. Visual inspection of all electrical connections; check voltage and current on motors.
- 3. Lubricate all moving parts if applicable/necessary.
- 4. Check controls of the system to ensure proper operation. Check the starting cycle of the equipment to ensure the system starts, operates, and shuts off properly.
- 5. Check all condensate drains to ensure proper operation.
- 6. Visually inspect gas connections, burner combustion, and heat exchanger.

3.5.5. Winter check:

- 1. Filter changes on the equipment listed above.

3.6. Preventative Maintenance Program- Boone County proposes a yearly start-up check of the equipment listed below for Sheriff Department, locations in A Building mechanical yard and A Building mechanical room and Boone County Courthouse. A checklist of tasks for bidders' information is included in this bid as Attachment I. Bidder shall quote on the enclosed Response Form the cost per visit for performing the tasks listed in Attachment I. If, during any visit the Contractor determines that a repair is warranted and Sheriff Department Designee approves, repair will be done at service rates listed in the Response Form within this bid. Any work estimated to be \$6000.00 or greater may be bid out separately at the discretion of County. Delivery Terms: FOB Destination, Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Delivery Terms: FOB Destination, Boone County Courthouse 705 E. Walnut St. Columbia, MO 65201

3.6.1.0. Equipment for Sheriff Department:

BOILERS – 2 identical units (located in A Building mechanical room)

Brand: Weil-McLain

Model #BG-788-WF

Water boiler- Natural Gas

CHILLER – located in A Building mechanical yard
Brand: McQuay
Model #AGS210CH12-ER10
Air-Cooled Screw Compressor Chiller

3.6.1.0. Equipment for Boone County Courthouse:

CHILLER – located on the westside of courthouse.
Brand: McQuay
Model #AWS210ADSEWNN-ER10
Serial No. STNU110500050

3.7. CONTRACTOR QUALIFICATIONS AND EXPERIENCE- Successful bidder(s) shall be familiar with and capable of performing maintenance and repairs, as needed, on the County’s commercial HVAC equipment and boilers/chillers listed herein and in Attachment I. It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.

3.8. Prior to submitting a bid, inspections of County facilities should be arranged by contacting the following facility authorities:

Bob Davidson- Manager of Facilities Maintenance, (573) 886-4401 or BDavidson@boonecountymo.org
Chad Martin, Captain-Sheriff Department, (573) 875-1111 ext 6201 or cmartin@boonecountymo.org ; or
Bob Schwartz-Senior Facility Maintenance Technician, Sheriff Department, (573) 875-1111 or BSchwartz@boonecountymo.org
Greg Edington- Public Works, Asst. Mgr Road Operations (573) 449-8515, Ext 226 or gedington@boonecountymo.org

3.9 Bidders must provide evidence that they have been licensed as an HVAC contractor in the state of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid, and currently be engaged in the business of such work. **Bidders shall complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS and include with bid submittal.** The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity and its employees are licensed to perform the activities or work included in the bid documents.

3.10. The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of these laws, ordinances, rules and regulations on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:

1. All pertinent requirements of the local codes and utility companies.
2. National Electric Code, latest edition.
3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

3.11. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.

4. Response Presentation and Review

4.1. RESPONSE CONTENT- In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for any items requested shall be included with the response.

4.2. SUBMITTAL OF RESPONSES- Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

4.3. Advice of Award- If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page, under Purchasing, www.showmeboone.com.

4.4. BID OPENING- On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

4.5. Removal from Vendor Database- If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

4.6. RESPONSE CLARIFICATION- The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

4.7. Rejection or Correction of Responses- The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

4.8. EVALUATION PROCESS- The County's sole purpose in the evaluation process is to determine from among the Responses received which bid offer or offers are best suited to meet the County's needs at the lowest possible cost. The County reserves the right to obtain references as needed, in order to determine a Bidder's qualifications and responsibility for meeting the needs of this contract. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

4.9. Method of Evaluation- The County will evaluate submitted Responses in relation to all aspects of this Bid.

4.10. Acceptability- The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

4.11. Endurance of Pricing- Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

5. Response Form

- 5.1. Company Name: _____
- 5.2. Address: _____
- 5.3. City/Zip: _____
- 5.4. Phone Number: _____
- 5.5. E-Mail: _____
- 5.6. Fax Number: _____
- 5.7. Federal Tax I.D. _____
- 5.7.1 () Corporation _____
- () Partnership – Name _____
- () Individual/Proprietorship – Individual Name _____
- () Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

- 5.8.1. **“As Needed” Repairs and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m. Rates per hour shall be quoted using one (1) service technician.*

HVAC-

ITEM	DESCRIPTION	UNIT PRICE
1.	Material \$0 - \$2500.00 (markup over Contractor cost)	_____ % markup
2.	Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	_____ % markup
3.	Material \$4,500.00 and Up (markup over Contractor cost)	_____ % markup
4.	Rental Equipment (markup over Contractor cost) per unit	_____ % markup
		Major Repair: Maintenance/Small
		Prevailing Wage Repair: Non-Prevailing
5.	Labor (Straight Time)	_____ /per hr _____ /per hr
6.	Rate per hour for each additional technician (Straight Time)	_____ /per hr _____ /per hr
7.	Labor (Nights/Weekends)	_____ /per hr _____ /per hr
8.	Rate per hour for each additional technician (Nights/weekends)	_____ /per hr _____ /per hr
9.	Labor (Holidays as listed in 5.10. of this Response Form)	_____ /per hr _____ /per hr
10.	Rate per hour for each additional technician (Holidays)	_____ /per hr _____ /per hr
11.	<i>Flat rate per hour</i> for emergency service outside normal business hours, to include all	

workers and repairs. _____/per hr _____/per hr

BOILERS/CHILLERS-

ITEM	DESCRIPTION	UNIT PRICE
12.	Material \$0 - \$2500.00 (markup over Contractor cost)	_____% markup
13.	Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	_____% markup
14.	Material \$4,500.00 and Up (markup over Contractor cost)	_____% markup
15.	Rental Equipment (markup over Contractor cost) per unit	_____% markup

	Major Repair: Prevailing Wage	Maintenance/Small Repair: Non-Prevailing
16.	Labor (Straight Time) _____/per hr	_____ /per hr
17.	Rate per hour for each additional technician (Straight Time) _____/per hr	_____ /per hr
18.	Labor (Nights/Weekends) _____/per hr	_____ /per hr
19.	Rate per hour for each additional technician (Nights/weekends) _____/per hr	_____ /per hr
20.	Labor (Holidays as listed in 5.10. of this Response Form) _____/per hr	_____ /per hr
21.	Rate per hour for each additional technician (Holidays) _____/per hr	_____ /per hr
22.	<i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs. _____/per hr	_____ /per hr

5.8.2. Preventative Maintenance (Public Works): Refer to Primary Specifications for description of tasks for quoted cost per visit.

1. Spring and Fall checks \$ _____/per visit
2. Mid-Year and Winter checks \$ _____/per visit
3. *Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above preventative maintenance program, with any additional costs to above quoted cost per visit. Include in your bid response as Attachment 5A.*

5.8.3. Annual start-up checks (Sheriff Department & Courthouse): Refer to Primary Specifications and Attachment I for task list.

1. Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard \$ _____/per visit
2. Start-up check for Weil-McLain water boilers located in A Building mechanical room \$ _____/per visit
3. Start-up check for McQuay Chiller located in Courthouse. \$ _____/per visit
4. *Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above yearly checks, with any additional costs to above quoted costs per visit. Include in your bid response as Attachment 5B.*

5.9. Emergency Twenty-Four Hour Service Contact:

Name: _____ Telephone Number(s): _____
 Service Contact's job title within your company: _____

5.10. Holidays: List the holidays observed by your company: _____

5.11. Provide with your bid response, evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.C with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in 5.8.1. will remain fixed for duration of this contract)

HVAC- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

BOILERS/CHILLERS- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

PREVENTATIVE MAINTENANCE- Public Works (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

YEARLY START UP CHECKS- Sheriff Department (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

YEARLY START UP CHECKS- Courthouse (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (*A negative response to this question will not affect evaluation of your bid.*) YES _____ NO _____

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

Authorized Representative (Sign By Hand):

Date: _____

Print Name and Title of Authorized Representative:

Time: _____

ATTACHMENT A

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. List federal tax identification number: _____ If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? Yes ___ No ___
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No ___ If so, give details: _____

11. List the number of employees in your employ who meet journeyman standards and with experience in working on commercial HVAC equipment, *and who will specifically service this contract:*

12. List the number of employees in your employ who meet professional standards and with experience in working on commercial chiller/boiler equipment, *and who will specifically service this contract:*

13. List of contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See Exhibit A next page* _____
14. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for maintenance and major repair on commercial HVAC equipment and centrifugal and screw chiller equipment.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

ATTACHMENT B

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

ATTACHMENT C

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:

(Please complete and return with Bid)

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

ATTACHMENT E

Contractor shall complete and return at the end of the contract term.

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



Standard Terms and Conditions

ATTACHMENT G

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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.

ATTACHMENT H



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 57-23SEP15 HVAC Services- Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

ATTACHMENT I

BOONE COUNTY NON-INCLUSIVE EQUIPMENT LIST
 (Bidders are responsible for inspecting various facilities to be serviced under this contract)

Building	Address	State ID No.	Type	Mfr/Year	Use	Fuel
Courthouse	705 E Walnut	MO085284	Water Tube Hot Water	RayPak/2008	HVAC	Natural Gas
		MO085285	Water Tube Hot Water	RayPak/2008	HVAC	Natural Gas
			Fired Staged Water Heater	A O Smith/1992	Domestic	Natural Gas
Government Center	801 E Walnut		Fire Tube Hot Water	A O Smith/2010	Domestic	Natural Gas
		MO095407	Water Tube Hot Water	Aerco/2010	HVAC	Natural Gas
		MO095408	Water Tube Hot Water	Aerco/2010	HVAC	Natural Gas
Boone County Jail	2021 County Drive	MO060033	Air Tank	Manchester Tank/1999	Control Air	
		MO042243	Cast Iron Boiler	Weil McLain/1993	HVAC	Natural Gas
		MO042242	Cast Iron Boiler	Weil McLain/1993	HVAC	Natural Gas
		MO056535	Fired Stg Water Heater	A O Smith/1994	Domestic	Natural Gas
		MO044845	Fired Stg Water Heater	A O Smith/1994	Domestic	Natural Gas
		MO096757	Fired Stg Water Heater	A O Smith/2007	Domestic	Natural Gas
Juvenile Justice Center	5665 Roger I Wilson Memorial Drive	MO088982	Fired Stg Water Heater	A O Smith/2005	Domestic	Natural Gas

ATTACHMENT I continued-

SHERIFF DEPARTMENT- check list for yearly start up (Refer to Primary Specifications for equipment descriptions)

BOILER STARTUP-

Perform combustion testing, to include:

Natural Gas Pressure-
Oxygen Pressure-
Stack Temperature-

Boiler- test low and high fire (adjust as needed)
Hot water- test on fire temperature

CHECKS for CHILLER (A Building Mechanical Yard)

General:

Visually inspect unit for loose or damaged components and visible leaks.
Inspect thermal insulation for integrity.
Clean as required.

Electrical:

Sequence test controls.
Check contactors for pitting, replace as required.
Check terminals for tightness, tighten as necessary.
Clean control panel interior.
Clean control box fan filter.
Visually inspect components for signs of overheating.
Verify compressor and oil heater operation.
Megger test compressor motor.

Refrigeration Oil:

Leak test.
Check liquid line sight glasses for clear flow.
Check compressor oil sight glass for correct level (oil charge).
Check filter-drier pressure drop (refer to manual for specification).
Check oil filter pressure drop.
Perform compressor vibration test.
Perform oil analysis test on compressor oil.

(Attached Periodic Maintenance Log provided for successful bidder's use in recording inspections for the above equipment.)

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
Boilemaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.76	80	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
Clazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$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	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$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

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 22

8/15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO. 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 8:00 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

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

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

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

NO. 66: 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
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.

**REPLACEMENT PAGE
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. 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.

ANNUAL WAGE ORDER NO. 22

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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
Doler-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	26	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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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.



ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED AIR SYSTEMS LLC 1208 JEFFERSON COLUMBIA, MO 65203	
POLICY NUMBER SEE CERTIFICATE # 5.3		EFFECTIVE DATE: SEE CERTIFICATE # 5.3	
CARRIER SEE CERTIFICATE # 5.3	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: # 57-23SEP15 - HVAC SERVICES TERM AND SUPPLY
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

**PURCHASE AGREEMENT
FOR
HVAC SERVICES TERM AND SUPPLY
(Secondary Supplier)**

THIS AGREEMENT dated the 17th day of November 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Air Masters Corporation** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **HVAC Services Term and Supply**, County of Boone Request for Bid number **57-23SEP15**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications, Prior Experience, Work Authorization Certification, Certification Regarding Debarment, Prevailing Wage Order #22, any applicable addenda, and the Contractor's bid response dated **September 23, 2015** and executed by **Lee Tiberghien**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1' 2016 and extend through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Contractor has been selected for award as the secondary supplier for the following:

5.8.1. **"As Needed" Repairs and/or Maintenance Work**

5.8.3. **Annual start-up checks (Sheriff Department & Courthouse)**

Air Masters Corporation shall act as the secondary supplier and shall furnish emergency HVAC Services for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive notification to proceed from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. Billing and Payment - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No

additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. Termination - This agreement may be terminated by the County upon thirty (30) 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.

AIR MASTERS CORPORATION
 by [Signature]
 title Branch Manager
 address 10501 S. Hardwick Ln
Columbia, MO 65201

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

APPROVED AS TO FORM:
[Signature]
 County Counselor

ATTEST:
[Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

6100, 1256, 2040/60200/60100/60100 Term & Supply

Signature [Signature] Date 11/10/15 Appropriation Account No Encumbrance Required

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. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.

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



BOONE COUNTY, MISSOURI
Request for Bid #: 57-23SEP15 – HVAC Services – Term & Supply

ADDENDUM # 1 - Issued September 3, 2015

This addendum is issued in accordance with the RFB Response Page in the Request for Bid 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 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) Addition of Pre Bid Conference
 - a. **A Pre Bid Conference will be held September 10, 2015 at the Boone County Annex Conference Room from 9am -11am located at 613 E. Ash Street, Columbia MO 65201. It will not be mandatory but is strongly encouraged that vendors attend.**
- 2) The County has received the following question and providing the response below:

- a. When can vendors come to review County HVAC Facilities?

Response: In section 3.8 of the Request for Bid it states: *Prior to submitting a bid, inspections of County facilities should be arranged by contacting the following facility authorities:* Bob Davidson- Manager of Facilities Maintenance, (573) 886-4401 or BDavidson@boonecountymo.org
Gary German, Captain-Sheriff Department, (573) 875-1111 ext 6201 or ggerman@boonecountymo.org ; **or**
Bob Schwartz-Senior Facility Maintenance Technician, Sheriff Department, (573) 875-1111 or BSchwartz@boonecountymo.org
Greg Edington- Public Works, Asst. Mgr Road Operations (573) 449-8515, Ext 226 or gedington@boonecountymo.org

By:

Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid# 57-23SEP15 – HVAC Services Term & Supply, for Boone County receipt of which is hereby acknowledged:

RFB #: 57-23SEP15

9/3/15

Company Name: Air Masters Corporation

Address: 10501 S. Hardwick Lane Columbia, MD 21050

Phone Number: 573-442-6100

Fax Number: 573-442-6104

E-mail: michelleh@airmasters.com

Authorized Representative Signature:  Date: 9-23-15

Authorized Representative Printed Name: Lee Tiberghien

5. Response Form

5.1. Company Name: Air Masters Corp.
 5.2. Address: 10501 S. Hardwick Ln.
 5.3. City/Zip: Columbia / 65201
 5.4. Phone Number: 573-442-6100
 5.5. E-Mail: michelleh@airmasters.com
 5.6. Fax Number: 573-442-6104
 5.7. Federal Tax I.D. 43-190 9934
 5.7.1 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. **“As Needed” Repairs and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m.* Rates per hour shall be quoted using one (1) service technician.

HVAC-

ITEM	DESCRIPTION	UNIT PRICE	
1.	Material \$0 - \$2500.00 (markup over Contractor cost)	<u>20</u>	% markup
2.	Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	<u>18</u>	% markup
3.	Material \$4,500.00 and Up (markup over Contractor cost)	<u>16</u>	% markup
4.	Rental Equipment (markup over Contractor cost) per unit	<u>22</u>	% markup
		Major Repair:	Maintenance/Small
5.	Labor (Straight Time)	<u>85⁰⁰</u> /per hr	<u>78⁰⁰</u> /per hr
6.	Rate per hour for each additional technician (Straight Time)	<u>85⁰⁰</u> /per hr	<u>78⁰⁰</u> /per hr
7.	Labor (Nights/Weekends)	<u>105⁰⁰</u> /per hr	<u>98⁰⁰</u> /per hr
8.	Rate per hour for each additional technician (Nights/weekends)	<u>105⁰⁰</u> /per hr	<u>98⁰⁰</u> /per hr
9.	Labor (Holidays as listed in 5.10. of this Response Form)	<u>122⁰⁰</u> /per hr	<u>112⁰⁰</u> /per hr
10.	Rate per hour for each additional technician (Holidays)	<u>122⁰⁰</u> /per hr	<u>112⁰⁰</u> /per hr
11.	<u>Flat rate per hour</u> for emergency service outside normal business hours, to include all		

workers and repairs.

105⁰⁰ /per hr

98⁰⁰ /per hr

BOILERS/CHILLERS-

ITEM DESCRIPTION

UNIT PRICE

- 12. Material \$0 - \$2500.00 (markup over Contractor cost) 20 % markup
- 13. Material \$2500.00 - \$4,499.00 (markup over Contractor cost) 18 % markup
- 14. Material \$4,500.00 and Up (markup over Contractor cost) 16 % markup
- 15. Rental Equipment (markup over Contractor cost) per unit 22 % markup

Major Repair:

Maintenance/Small

Prevailing Wage

Repair: Non-Prevailing

- 16. Labor (Straight Time) 85⁰⁰ /per hr 82⁰⁰ /per hr
- 17. Rate per hour for each additional technician (Straight Time) 85⁰⁰ /per hr 82⁰⁰ /per hr
- 18. Labor (Nights/Weekends) 105⁰⁰ /per hr 106⁰⁰ /per hr
- 19. Rate per hour for each additional technician (Nights/weekends) 105⁰⁰ /per hr 100⁰⁰ /per hr
- 20. Labor (Holidays as listed in 5.10. of this Response Form) 122⁰⁰ /per hr 118⁰⁰ /per hr
- 21. Rate per hour for each additional technician (Holidays) 122⁰⁰ /per hr 118⁰⁰ /per hr
- 22. *Flat rate per hour* for emergency service outside normal business hours, to include all workers and repairs. 105⁰⁰ /per hr 100⁰⁰ /per hr

5.8.2. Preventative Maintenance (Public Works): Refer to Primary Specifications for description of tasks for quoted cost per visit.

- 1. Spring and Fall checks \$2,550 /per visit
- 2. Mid-Year and Winter checks \$ 780 /per visit
- 3. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above preventative maintenance program, with any additional costs to above quoted cost per visit. Include in your bid response as **Attachment 5A.**

5.8.3. Annual start-up checks (Sheriff Department & Courthouse): Refer to Primary Specifications and Attachment I for task list.

- 1. Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard \$ 850 /per visit
- 2. Start-up check for Weil-McLain water boilers located in A Building mechanical room \$ 700 /per visit
- 3 Start-up check for McQuay Chiller located in Courthouse. \$ 825 /per visit
- 4. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above yearly checks, with any additional costs to above quoted costs per visit. Include in your bid response as **Attachment 5B.**

5.9. Emergency Twenty-Four Hour Service Contact:

Name: On Duty Tech Telephone Number(s): 573-442-6100
Service Contact's job title within your company: Service Coordinator

5.10. Holidays: List the holidays observed by your company New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Da

5.11. Provide with your bid response, evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.C with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals: (Percentage markups quoted in 5.8.1. will remain fixed for duration of this contract)

HVAC- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: 3 %
2nd contract renewal term: 6 %
3rd contract renewal term: 9 %
4th contract renewal term: 12 %

BOILERS/CHILLERS- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: 3 %
2nd contract renewal term: 6 %
3rd contract renewal term: 9 %
4th contract renewal term: 12 %

PREVENTATIVE MAINTENANCE- *Public Works (Maintenance/non-prevailing wage)*

1st contract renewal term: 3 %
2nd contract renewal term: 6 %
3rd contract renewal term: 9 %
4th contract renewal term: 12 %

YEARLY START UP CHECKS- *Sheriff Department (Maintenance/non-prevailing wage)*

1st contract renewal term: 3 %
2nd contract renewal term: 6 %
3rd contract renewal term: 9 %
4th contract renewal term: 12 %

YEARLY START UP CHECKS- *Courthouse (Maintenance/non-prevailing wage)*

1st contract renewal term: 3 %
2nd contract renewal term: 6 %
3rd contract renewal term: 9 %
4th contract renewal term: 12 %

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative? purchasing with Boone County, MO? *(A negative response to this question will not affect evaluation of your bid.)* YES X NO _____

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

Authorized Representative (Sign By Hand):

Date:

9-23-15

Print Name and Title of Authorized Representative:

Lee Tiberghien

Time:

9:00 am

ATTACHMENT A

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: Air Masters Corporation
2. Business Address: 10501 South Hardwick Lane, Columbia, MO 65201
3. When Organized: November 6, 1966
4. When Incorporated: November 6, 1966
5. List federal tax identification number: 43-1909934 If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: 49
7. If you have done business under a *different name*, please give name and business location under that name: Integrated Facility Services, Fenton, MO 63026
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? Yes ___ No X
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No X If so, give details: _____
11. List the number of employees in your employ who meet journeyman standards and with experience in working on commercial HVAC equipment, *and who will specifically service this contract*:
7 Employees; Mike H, Scott B, Phillip G
12. List the number of employees in your employ who meet professional standards and with experience in working on commercial chiller/boiler equipment, *and who will specifically service this contract*: 5 Employees; Scott B, Phillip G

13. List of contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See Exhibit A next page* _____
14. List of projects currently in progress: Lodge of the Four Seasons, Spartan Light Metals
Fitzgibbon Hospital

* Attach additional sheets as necessary *

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for maintenance and major repair on commercial HVAC equipment and centrifugal and screw chiller equipment.

1. Prior Services Performed for:

Company Name: Lodge of the Four Seasons
Address: 315 Four Seasons Dr, Lake Ozark MO 65049

Contact Name: Jim LaJeunesse
Telephone Number: 573-365-3000

Date of Contract: 9/1/06
Length of Contract: 9 years

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

See Demo Contract Checklist

2. Prior Services Performed for:

Company Name: Mu Thompson Center
Address: 205 Portland St, Columbia MO 65201

Contact Name: Jim O'Neil
Telephone Number: 573-884-6052

Date of Contract: 01/01/12
Length of Contract: 3 years

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

See Demo of Contract Checklist

3. Prior Services Performed for:

Company Name: YMCA Moberly
Address: 1000 Kwix Road, Moberly MO 65270

Contact Name: Lee Boggess
Telephone Number: 660-263-3600

Date of Contract: 03/01/09

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

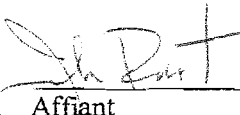
County of St. Louis)

)ss

State of Missouri)

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

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



Affiant

9/22/15

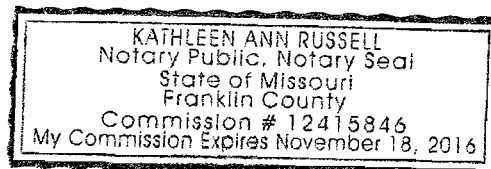
Date

John Rundquist, President
Printed Name

Subscribed and sworn to before me this 22nd day of September, 2015.



Notary Public





Employment Eligibility Verification



Welcome Vivian Peters User ID VPET3711 Last Login 08:37 AM - 06/19/2015 Log Out

Click any ? for help

- Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

User Summary List

Previous Next

Table with columns: User ID, Company, User Role, Last Name, First Name, Last Login Date, Status, Locked, Logged On. Contains 3 rows of user data.

Previous Next

Close

Lodge 4 Seasons Air Cooled Units

#1	Air Cooled Chiller	McQuay	AGZ070BH27-ER11	STNU060400193
#2	Air Cooled DX Unit	Carrier	50BYN02461	2399B36863
#3	Air Cooled DX Unit	Carrier	50BYN02461	1599B53657
#4	Air Cooled DX Unit	Carrier	50BYN02461	2399B36834

1	2	3	4	Spring Start-up (April)
				a. Check unit for refrigerant leaks,
				b. Check operation of control circuit,
				c. Check condition of all electrical components,
				d. Clean condenser coils,
				e. Check crankcase heaters,
				f. Inspect condition of all fan belts,
				g. Lubricate fan bearings, where required,
				h. Inspect damper and actuator operation,
				i. Complete start-up log, detailing system pressures and temperatures,
				j. Advise owner of any abnormalities uncovered during the inspection.

1	2	3	4	Scheduled Preventative Maintenance-(July)
				a. Check unit for visible refrigerant and oil leakage,
				b. Check all operating controls for proper adjustment,
				c. Clean condenser coils,
				d. Check condition of all fan belts,
				e. Complete operating log on each unit detailing system pressures and temperatures,
				f. Advise owner of any abnormalities uncovered during the inspection.

NOTES:

Date: _____

Technicians signature: _____

Customers signature: _____

Lodge 4 Seasons Trane Chiller PM's

Screw Chiller Trane RTHDUC1FXA U04C04609

WO# _____

PO# _____

Trane

Annual Winter Maintenance Inspection-(January-February)

- a. Check unit thoroughly for refrigerant leaks,
- b. Check and calibrate safety controls and overloads,
- c. Meg test compressors and record,
- d. Check main starter, tighten all starter terminals and check contacts for wear and clean electrical cabinet,
- e. Check oil level in compressors,
- f. Check crankcase heaters,
- g. Check external interlocks,
- h. Replace oil filter, **Trane Part Number: ELM 1405 form St Louis Trane 636-305-3600**
- i. Drop one condenser head and brush tubes, (replace head)
- j. Complete inspection reports and advise owner of any abnormalities uncovered during the inspection of all equipment. This includes any deficiencies observed on equipment related to the operation of the equipment under this contract. (i.e. pumps, controls, etc.)

Trane Chiller Spring Start-Up-(April)

- a. Check all external interlocks
- b. Start chilled water and condenser water pumps,
- c. Check oil levels,
- d. Check crankcase heaters,
- e. Check compressor oil levels,
- f. Pull a compressor oil sample and send to lab for analysis,
- f. Start unit and complete start-up log.

Trane Chiller Scheduled Preventative Maintenance-(July)

- a. Complete operating log of temperatures, pressures, voltages and amperages,
- b. Check and adjust operating controls,
- c. Check oil levels,
- d. Check operation of control circuit,
- e. Report to owner with overall condition of equipment and make any needed recommendations

Date: _____

Technicians signature: _____

Customers signature: _____

MU Thompson Center Equipment List

Unit #	Make	Model#	Serial#	
Energy Recovery	Venmar	ERV2000EDPIXG21SNHDBBS1	6AN8200508325935	Roof
Cooling Tower	Primus		803708-P12DG-2005	Roof
1 Heat Pump	Florida	ES030-1HZC	3540-006-000001-T111M34371	Low
2 Heat Pump	Florida	EC012-1HZC	3540-006-000001-T111M34280	Low
3 Heat Pump	Florida	ES036-3HZC	3540-006-000001-T111M34366	Low
4 Heat Pump	Florida	ES024-1HZC	3540-006-000001-T111M34378	Low
5 Heat Pump	Florida	ES036-3HZC	3540-006-000003-T111M34366	Low
6 Heat Pump	Florida	ES036-3HZC	3540-006-000002-T111M34366	Low
7 Heat Pump	Florida	ES036-3HZC	3540-006-000003-T111M34420	Low
8 Heat Pump	Florida	ES036-3HZC	3540-006-000002-T111M34420	Low
9 Heat Pump	Florida	ES048-3HZC	3540-006-000001-T111M34421	Low
10 Heat Pump	Florida	ES018-1HZC	3540-006-000001-T111M34422	Low
11 Heat Pump	Florida	ES030-1HZC	3540-006-000002-T111M34371	Up
12 Heat Pump	Florida	ES036-3HZC	3540-006-000001-T111M34420	Up
13 Heat Pump	Florida	ES036-3HZC	3540-006-000004-T111M34366	Up
14 Heat Pump	Florida	ES030-1HZC	3540-006-000001-T111M34433	Up
15 Heat Pump	Florida	ES024-1HZC	3540-006-000002-T111M34378	Up
16 Heat Pump	Florida	ES024-1HZC	3540-006-000002-T111M34372	Up
17 Heat Pump	Florida	ES048-3HZC	3540-006-000001-T111M34434	Up
18 Heat Pump	Florida	ES048-1HZC	3540-006-000001-T111M34435	Up
19 Heat Pump	Florida	ES024-1HZC	3540-006-000003-T111M34378	Up
20 Heat Pump	Florida	ES030-1HZC	3540-006-000002-T111M34433	Up
21 Heat Pump	Florida	ES036-3HZC	3540-006-000005-T111M34366	Up
22 Heat Pump	Florida	ES024-1HZC	3540-006-000001-T111M34372	Up
23 Heat Pump	Florida	ES024-1HZC	3540-006-000001-T111M34377	Up
24 Heat Pump	Florida	ES018-1HZC	3540-006-000001-T111M34385	Up
25 Heat Pump	Florida	ES024-1HZC	3540-006-000002-T111M34377	Up
26 Heat Pump	Florida	ES024-1HZC	3540-006-000001-T111M34387	Low

MU Thompson Center Cooling Tower and Energy Recovery Unit Check List

Cooling Tower	Cooling Tower Maintenance (March/August)	
	<input type="checkbox"/>	1. Shut system down, drain tower,
	<input type="checkbox"/>	2. Clean all debris from sump basin,
	<input type="checkbox"/>	3. Spray down tower fill,
	<input type="checkbox"/>	4. Grease tower shaft bearings,
	<input type="checkbox"/>	5. Check fan belts,
	<input type="checkbox"/>	6. Re-fill and start system,
	<input type="checkbox"/>	7. Bleed air from system, as needed.
<input type="checkbox"/>	8. Complete inspection report.	

ERU	Energy Recovery Unit (ERU) (April/September)	
	<input type="checkbox"/>	1. Check belts,
	<input type="checkbox"/>	2. Check filters,
	<input type="checkbox"/>	3. Grease bearings,
	<input type="checkbox"/>	4. Check condition of Heat Recovery Wheel,
	<input type="checkbox"/>	5. Check all electrical connections,
<input type="checkbox"/>	6. Check motor voltage and amperage.	

NOTES:

Date: _____

Technicians signature: _____

Customers signature: _____

Moberly YMCA - RTU & Ground Unit Summer (July) PM Check List

TRANE	YSC092A4RLA2FG	724101902L	RTU-1
TRANE	YSC102A4RLA0	724101894L	RTU-2
TRANE	YCH330A4H02A6EE5	C07E05257	RTU-3
TRANE	YSC102A4RMA2RG0B	724101836L	RTU-4
TRANE	2YCC3024A1064AA	725138S9H	RTU-5
TRANE	YCH181C4H0CA	725011578D	RTU-6
TRANE	YCH150D4HBBB	725100566D	GU-7
TRANE	YCH150D4HBBB	725100635D	GU-8
TRANE	YCH150D4HBBB	725100638D	GU-9
TRANE	YCH150D4HBBB	725100613D	GU-10

RTU1	RTU2	RTU3	RTU4	RTU5	RTU6	GU7	GU8	GU9	GU10

Scheduled Preventative Maintenance-(July)

- a. Complete operating log of temperatures, pressures, voltages, amperages, superheat and sub-cooling,
- b. Check and adjust operating controls, as required,
- c. Clean condensers, inspect evaporators, (clean as required)
- d. Change air filters,
- e. Perform leak test to insure system integrity,
- f. Check all belt tension and condition,
- g. Complete inspection report and advise owner on overall condition of the equipment, detailing any immediate issues that need attention.

NOTES:

Date: _____

Technicians signature: _____

Customers signature: _____

Moberly YMCA - Exhaust Fans Maintenance Check list (March)

GREENHECK	GB-081-6	10733897-0702	EF-1
GREENHECK	GB-081-6	10733896-0702	EF-2
GREENHECK	GB-121-3	10733895-0702	EF-3
GREENHECK	GB-121-3	10733900-0702	EF-4
GREENHECK	GB-131-4	10733901-0702	EF-5
GREENHECK	GB-131-4	10733902-0702	EF-6
GREENHECK	CWB-098-4	10733903-0702	EF-7

EF-1	EF-2	EF-3	EF-4	EF-5	EF-6	EF-7

1. Check and replace belts annually,
2. Check condition of fan wheel,
3. Lubricate bearings, as required.

NOTES:

DEMO

Date: _____

Technicians signature: _____

Customers signature: _____

Moberly YMCA - Trane VeriTrac Inspection Check List (March & October)

TRANE	VERITRAC V 4.200.338	CNTRL
TRANE	VCWF04, 06	MISC VAV 1-8

Trane VeriTrac

Semi-Annual Inspection-(March)

- a. Check all set points in system,
- b. Verify communications to each devise,
- c. Check and calibrate sensors, as required,
- d. Communicate with owner to insure system changes are completed, if needed.

Trane VeriTrac

Semi-Annual Inspection-(October)

- a. Check all set points in system,
- b. Verify communications to each devise,
- c. Check and calibrate sensors, as required,
- d. Communicate with owner to insure system changes are completed, if needed.

DEMO

NOTES:

Date: _____

Technicians signature: _____

Customers signature: _____

Moberly YMCA - Boilers & Pumps Inspection Check Lists

LOCHINVAR	CEN-601	G07H00199502	POOL
LOCHINVAR	EBN-200	B07H00194815	HVAC
LOCHINVAR	CFN-651-PM	G07H00199100	BLDG

Pool	HVAC	BLDG

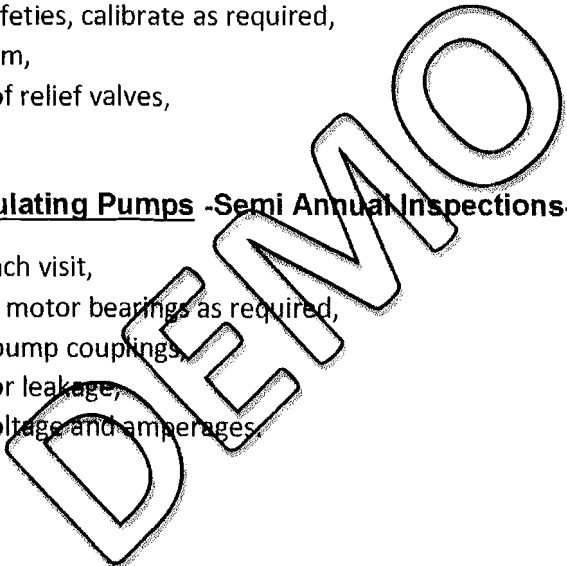
Boiler Operational Inspections - (March/June/Sept./Dec.)

1. Check boiler controller,
2. Check all system set points,
3. Check all boiler safeties, calibrate as required,
4. Inspect vent system,
5. Check operation of relief valves,

Pool	HVAC	BLDG

Hot Water/Circulating Pumps -Semi Annual Inspections-(March/September)

1. Clean strainers at each visit,
2. Lubricate pump and motor bearings as required,
3. Check condition of pump couplings,
4. Check pump seals for leakage,
5. Check and record voltage and amperages.



NOTES:

Date: _____

Technicians signature: _____

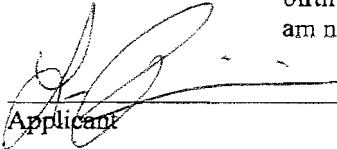
Customers signature: _____

ATTACHMENT C

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

9-23-15
 Date

Lee Tiberghien
 Printed Name

(Please complete and return with Bid)

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

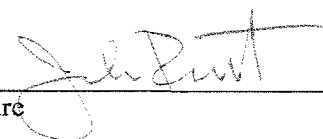
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

John Rundquist, President

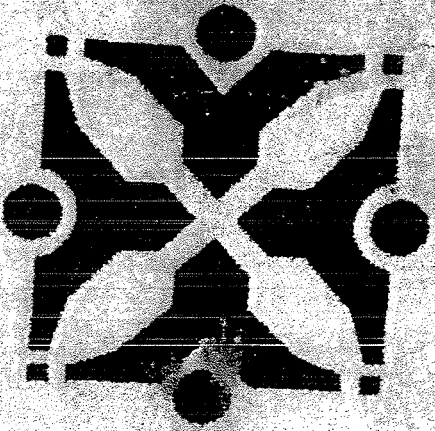
Name and Title of Authorized Representative



Signature

September 21, 2015

Date



CITY OF COLUMBIA, MISSOURI
Board of Mechanical Examiners

Certifies that Michael E. Holliday
is licensed as an Master Mechanical
unless the certificate can be lawfully revoked or suspended

EXPIRES December 31, 2016



Director of Community Development

16-6664

License #



City of COLUMBIA, MO.

BUSINESS LICENSE

... charged each month or partial month the license remains unpaid.

16 00014270 ← LICENSE NO.

CONTROL NO.

12995

POST IN A CONSPICUOUS PLACE

The Licensee named herein having paid to the City of Columbia the Required Fee, license is hereby granted said Licensee to transact the business herein set forth, for the period stated, in conformity with the provisions of Ordinances of this city.

CLASS OF BUSINESS		THRU	6/30/16
TRADE CONTRACTOR - INSIDE CITY (W/O STD)		DATE OF ISSUE	
BUSINESS LOCATION	9999 ADDRESS OL	6/22/15	\$ [REDACTED]
		TOTAL	

AIR MASTERS CORPORATION

AIR MASTERS CORPORATION
10501 SOUTH HARDWICK LANE
COLUMBIA MO 65201

MANAGER

PHONE NUMBER

Janice W. Finley
LICENSE OFFICIAL



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Jacob M. Garrett
Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: 57-23SEP15
Commodity Title: HVAC Services- Term and Supply

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Wednesday September 23, 2015
Time: 2:00 PM Central Time (*Bids received after this time will not be considered*)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building111
613 E. Ash, Room 111
Columbia, MO 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Wednesday September 23, 2015
Time: 2:00 PM Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Contract Conditions and Requirements
3.0: Primary Specifications
4.0: Response Presentation and Review
5.0: Response Form
Attachments: A Statement of Bidder's Qualifications (and Prior Experience)
B Compliance with (House Bill 1549) & Work Authorization
C Certification of Individual Bidder/Affidavit Certification Opt 2
D Debarment Certification
E Affidavit for Compliance with Prevailing Wage
F Affidavit of Compliance with OSHA Training
G Standard Terms and Conditions
H "No Bid" Response Form
I List of County Equipment
J State Prevailing Wage Order No. 22 (Dated 08/20/15)

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** – The County of Boone, through its Purchasing Department, invites responses which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2 and Section 3.

1.2. DEFINITIONS

1.2.1. **County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

1.2.2. **Purchasing** – The Purchasing Department, including its Purchasing Director and staff.

1.2.3. **Department/s or Office/s** – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

1.2.4. **Designee** – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.5. **Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

1.2.6. **Bidder** – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

1.2.7. **Contractor** – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

1.2.8. **Supplier** – All business/entities which may provide the subject goods and/or services.

1.2.9. **Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Request for Bid” is used when the need is well defined. An “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.10. **Response** – The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by e-mail to the Buyer or fax to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

1.3.1. Questions concerning these specifications may be submitted to the County no later than September 16th, 2015 by 5:00 p.m. Contact for Bid questions – Jacob M. Garrett – Buyer, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email JGarrett@boonecountymmo.org

1.3.2. **Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.3. Bidders shall visit the site of work and become familiar with the condition under which 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. Successful Bidder(s) 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.

- 1.3.4. Bid Addendum** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.
- 1.5. CONTRACT DOCUMENTS** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award, on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.5.1. CONTRACT EXECUTION** – This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.2. Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) The provisions of the Bidder's Response.
- 1.6. CONTRACT PERIOD**- The initial contract period will be **January 1, 2016 through December 31, 2016**, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.
- 1.7. TERMINATION FOR CONVENIENCE** – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
- 1.8. CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.

- 1.9. PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Contract Conditions and Requirements

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

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

2.1.2. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

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

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

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

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

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

2.4. 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.

2.5. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED-

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

b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.6. PREVAILING WAGE: With submission of a bid response, Vendor acknowledges that any major repair serviced in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates.

Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.

A copy of **Annual Wage Order 22 (dated 08/20/15)** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 111, Columbia, MO 65201; or email JGarrett@boonecountymmo.org, or call the Purchasing office at (573) 886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

Wage Rates- "Major repair" work 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 worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 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 and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.

Notices- Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

Penalty- Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 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 or by an Subcontractor under them.

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 County an affidavit stating that they

have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

Wage Determination- The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission 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 such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

2.7. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

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

2.9. BILLING AND PAYMENTS- Invoices shall be submitted to the appropriate using department. Payment shall be made within 30 days of receipt of a correct monthly statement. County's contract number should appear on the invoices. All contracted work done for the County on a "time and material" basis must include the following information on the invoices:

1. Name of the County location where work was performed and date(s) work was performed.
2. If materials are used, and if total material cost is greater than \$1,000.00, provide itemized materials list and Contractor's cost for those items, indicating the contract markup % and net cost to County.
3. Itemized list and contractor's cost of rental equipment used, if any. (Include contract markup % and net cost)
4. Labor cost per hour with name(s) of crew member(s) on the job.
5. Total hours on project and total cost of labor.

If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.

Billing address shall be one of the following depending on the location where work is performed:

Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201

Public Works, 5551 Tom Bass Road, Columbia, MO 65201

Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.10. EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the contractor's quote 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 and/or quote shall be modified accordingly.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract and/or quote, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents. All Contract modifications must be in writing from the authorized agent of the County and be in the form of a Contract Change Order.

3. Primary Specifications

3.1. PURPOSE / INTENT – Boone County, hereafter referred to as “County”, seeks bid offers from qualified vendors with the intent to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term and Supply contract to provide all labor, materials, tools, equipment, transportation, services, and supervision in the performance of **HVAC Services, to include Boiler and Chiller Maintenance**, for various properties of Boone County, Missouri. Services will be requested by the Facilities Maintenance, Public Works, and Sheriff Departments for maintenance and/or repairs on an “as needed” basis. County may, during the course of this contract, add or delete service locations. This shall not be cause for Contractor’s prices to change during any given contract period.

3.2. SCOPE OF WORK – This contract shall cover servicing, adjusting, and repairing heating, ventilating, air conditioning, boilers and chillers, and all associated equipment to various county facilities. A list of equipment to be covered under this contract is enclosed as Attachment I. This list is not necessarily all-inclusive; any existing equipment inadvertently omitted from the attached list shall be included for service under this contract. New installations will be covered within the scope of this contract. *Additionally, the County reserves the right to bid separately any repair/replacement project with an estimated cost of \$6,000 or more. The County of Boone has the right to request a quote at anytime.*

3.3. Estimated Usage – Based on past usage for HVAC services, the estimated total expenditures against this contract are expected to meet or exceed \$6,000 annually. However, this amount is an estimate only and as such, does not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS-

3.4.1. Work Hours- The Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in the Response Form section.

3.4.2. Security - Contractor shall be responsible for providing and updating a list of the Contractor’s employees working at any of the locations. Contractor shall comply with all security measures required by Boone County. All aspects of building security will be discussed with the Contractor by County department designees after contract is in place and before Notice to Proceed on any project is provided.

3.4.2.a. Criminal Background Check - Boone County reserves the right to approve individuals who will be working on this project. Individual employees will be expected to execute appropriate releases to authorize criminal background checks. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, shall not be permitted to work on the project.

3.4.3. Equipment/Safety- Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during work under the contract. The safety of the Contractor’s employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

3.4.4. Workmanship- Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

3.4.5. Cleaning- Contractor shall keep the premises clean of all rubbish and debris generated by the work involved. Contractor, at his/her expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be

removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the county department's representative shall be consulted.

3.4.6. Final Inspection and Approval- The Contractor shall request the facility authority responsible for the work location to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by the facility authority responsible for the site.

3.4.7. Property Damage- The Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

3.4.8. Repair/Warranties- The Contractor shall guarantee all work performed under this contract. The Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty service will be performed at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

3.4.9. Materials- All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

3.4.10. Replacement Parts- Replacement parts furnished must be of the same manufacturer or an equal product approved by county facility designee. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.

3.4.11. Labor Rates- Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.

3.4.12. FOB Point- Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

3.4.13. Repairs – "As needed" basis. For non-emergency repairs Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor's *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the County's facility designee. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If a unit is to be down for more than twelve (12) hours, the county department representative will be advised and informed in writing of the nature or repairs that cause the shutdown. Contractor shall respond within a *one hour period* to any and all service requests which are designated as emergency repair. Emergency repairs may be quoted verbally to expedite the job, followed up with a written quote based on the verbal quote. Unit prices quoted shall not exceed contract prices.

3.4.14. Response Time – Contractor shall respond within a one hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such

emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours, to include all workers and repairs.

3.4.15. Sub-Contractors- No subcontractors shall be used without prior written approval of the County's designated representative.

3.4.16. Working with County's Personnel- The Contractor must agree to work alongside the County's maintenance staff.

3.4.17. Service Locations in Columbia, Missouri include, but not necessarily limited to-

Boone County Government Center, 801 E. Walnut St.
Sheriff Department, 2121 County Drive
Sheriff Department Annex, 2111 County Drive
County Courthouse, 705 E. Walnut St.
Boone County Annex, 613 East Ash Street
Johnson Building, 601 East Walnut Street
Alternative Sentencing, 607 East Ash Street
Public Works, 5551 Tom Bass Road
Robert L. Perry Juvenile Justice Center, 5665 Roger I. Wilson Drive
Joint Communications, 609 E. Walnut Street
Emergency Communication Center, 2145 E. County Drive
Reality House Programs Inc, 1900 Prathersville Road East
Centralia Clinic, 1021 E. Highway 22, Centralia
Boone County Family Health Center, 1001 West Worley
Life Styles Building, 101 North 7th Street
Law Offices, 609 East Walnut
IV – D Offices, 605 East Walnut, Suite B
Community Services, 605 East Walnut, Suite A
Boone County Fairgrounds, 5212 Oakland Gravel Road

3.5. HVAC Preventative Maintenance Program- Boone County proposes a quarterly preventative maintenance program for the *Public Works Facility* located at 5551 Tom Bass Rd, Columbia, Missouri. Each visit would include filter changes for four (4) heater/AC units, as well as a springtime check of all A/C related items and a fall check for heater related issues. Bidder is encouraged to provide with bid, samples of forms proposed to be used as checklist/reporting of services. If, during any visit the Contractor determines that a repair is warranted and Public Works Designee approves, repair will be done at service rates listed in the Response Form within this bid. Any work estimated to be \$6000.00 or greater may be bid out separately at discretion of County. Delivery Terms: FOB- Destination, Boone County Public Works Department, Maintenance Operations, 5551 Tom Bass Rd, Columbia, Mo 65201.

3.5.1. Equipment for Public Works Facility:

(The 4 units below have coils and outside A/C compressor units):

Make/Model: Carrier, 59TN6A080V17114; SN: 1914A45741

Make/Model: Carrier, 58MCA100-20; SN: 1796A02070

Make/Model: American Standard, AUX100C960D2; SN: 3143E77G

Make/Model: American Standard, RXC03153HPC0; SN: 2475RAD5G

Six (6) 'hanging' heaters for shop areas:

Reznor used oil furnace (in truck parking area)

Hanging gas furnace (in truck parking area)

Hanging propane furnace (in sign shop)

Electric wall mounted forced air furnace (in oil room)

Hanging gas furnace (mechanics shop area- south side)

Hanging gas furnace (mechanics shop area- north side)

Filter size/information:

- (1) 14" x 20" x 1" premium pleated filter
 - (1) 16" x 25" x 1" premium pleated filter
 - (1) 16" x 20" x 1" premium pleated filter
 - (1) Lifetime washable filter- will require cleaning as part of maintenance
- (For purposes of this bid, 'premium' means any filter rated 30% or above efficiency)*

Boone County Public Works – North Facility

Make/Model: Carrier, 24ACB336A300 – Standard residnital/Humidifer/Electronic Air Cleaner “Propane Heating” Zoned 2.

Make/Model: (5) Modine Hotdawg Hanger Propane Heaters

3.5.2. Spring check:

- 1. Filter changes on the equipment listed above.
- 2. Visual inspection of all electrical connections; check voltage and current on motors.
- 3. Lubricate all moving parts if applicable/necessary.
- 4. Check controls of the system to ensure proper operation. Check the starting cycle of the equipment to ensure the system starts, operates, and shuts off properly.
- 5. Check all condensate drains to ensure proper operation.
- 6. Clean evaporator and condenser AC coils. Inspect and straighten cooling fins if bent.
- 7. Check refrigerant levels and adjust as necessary.

3.5.3. Mid-Year check:

- 1. Filter changes on the equipment listed above.

3.5.4. Fall check:

- 1. Filter changes on the equipment listed above.
- 2. Visual inspection of all electrical connections; check voltage and current on motors.
- 3. Lubricate all moving parts if applicable/necessary.
- 4. Check controls of the system to ensure proper operation. Check the starting cycle of the equipment to ensure the system starts, operates, and shuts off properly.
- 5. Check all condensate drains to ensure proper operation.
- 6. Visually inspect gas connections, burner combustion, and heat exchanger.

3.5.5. Winter check:

- 1. Filter changes on the equipment listed above.

3.6. Preventative Maintenance Program- Boone County proposes a yearly start-up check of the equipment listed below for Sheriff Department, locations in A Building mechanical yard and A Building mechanical room and Boone County Courthouse. A checklist of tasks for bidders' information is included in this bid as Attachment I. Bidder shall quote on the enclosed Response Form the cost per visit for performing the tasks listed in Attachment I. If, during any visit the Contractor determines that a repair is warranted and Sheriff Department Designee approves, repair will be done at service rates listed in the Response Form within this bid. Any work estimated to be \$6000.00 or greater may be bid out separately at the discretion of County. Delivery Terms: FOB Destination, Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Delivery Terms: FOB Destination, Boone County Courthouse 705 E. Walnut St. Columbia, MO 65201

3.6.1.0. Equipment for Sheriff Department:

BOILERS – 2 identical units (located in A Building mechanical room)

Brand: Weil-McLain

Model #BG-788-WF

Water boiler- Natural Gas

CHILLER – located in A Building mechanical yard
Brand: McQuay
Model #AGS210CH12-ER10
Air-Cooled Screw Compressor Chiller

3.6.1.0. Equipment for Boone County Courthouse:

CHILLER – located on the westside of courthouse.
Brand: McQuay
Model #AWS210ADSEWNN-ER10
Serial No. STNU110500050

3.7. CONTRACTOR QUALIFICATIONS AND EXPERIENCE- Successful bidder(s) shall be familiar with and capable of performing maintenance and repairs, as needed, on the County’s commercial HVAC equipment and boilers chillers listed herein and in Attachment I. It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.

3.8. Prior to submitting a bid, inspections of County facilities should be arranged by contacting the following facility authorities:

Bob Davidson- Manager of Facilities Maintenance, (573) 886-4401 or BDavidson@boonecountymo.org
Chad Martin, Captain-Sheriff Department, (573) 875-1111 ext 6201 or cmartin@boonecountymo.org ; or
Bob Schwartz-Senior Facility Maintenance Technician, Sheriff Department, (573) 875-1111 or BSchwartz@boonecountymo.org
Greg Edington- Public Works, Asst. Mgr Road Operations (573) 449-8515, Ext 226 or gedington@boonecountymo.org

3.9 Bidders must provide evidence that they have been licensed as an HVAC contractor in the state of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid, and currently be engaged in the business of such work. **Bidders shall complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS and include with bid submittal.** The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity and its employees are licensed to perform the activities or work included in the bid documents.

3.10. The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of these laws, ordinances, rules and regulations on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:

1. All pertinent requirements of the local codes and utility companies.
2. National Electric Code, latest edition.
3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

3.11. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.

4. Response Presentation and Review

4.1. RESPONSE CONTENT- In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for any items requested shall be included with the response.

4.2. SUBMITTAL OF RESPONSES- Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

4.3. Advice of Award- If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page, under Purchasing, www.showmeboone.com .

4.4. BID OPENING- On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

4.5. Removal from Vendor Database- If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

4.6. RESPONSE CLARIFICATION- The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

4.7. Rejection or Correction of Responses- The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

4.8. EVALUATION PROCESS- The County's sole purpose in the evaluation process is to determine from among the Responses received which bid offer or offers are best suited to meet the County's needs at the lowest possible cost. The County reserves the right to obtain references as needed, in order to determine a Bidder's qualifications and responsibility for meeting the needs of this contract. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

4.9. Method of Evaluation- The County will evaluate submitted Responses in relation to all aspects of this Bid.

4.10. Acceptability- The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

4.11. Endurance of Pricing- Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

workers and repairs. _____/per hr _____/per hr

BOILERS/CHILLERS-

ITEM	DESCRIPTION	UNIT PRICE
12.	Material \$0 - \$2500.00 (markup over Contractor cost)	_____/per hr
13.	Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	_____/per hr
14.	Material \$4,500.00 and Up (markup over Contractor cost)	_____/per hr
15.	Rental Equipment (markup over Contractor cost) per unit	_____/per hr

	Major Repair: Prevailing Wage	Maintenance/Small Repair: Non-Prevailing
16.	Labor (Straight Time) _____/per hr	_____/per hr
17.	Rate per hour for each additional technician (Straight Time) _____/per hr	_____/per hr
18.	Labor (Nights/Weekends) _____/per hr	_____/per hr
19.	Rate per hour for each additional technician (Nights/weekends) _____/per hr	_____/per hr
20.	Labor (Holidays as listed in 5.10. of this Response Form) _____/per hr	_____/per hr
21.	Rate per hour for each additional technician (Holidays) _____/per hr	_____/per hr
22.	<i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs. _____/per hr	_____/per hr

5.8.2. Preventative Maintenance (Public Works): Refer to Primary Specifications for description of tasks for quoted cost per visit.

- 1. Spring and Fall checks \$ _____/per visit
- 2. Mid-Year and Winter checks \$ _____/per visit

3. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above preventative maintenance program, with any additional costs to above quoted cost per visit. Include in your bid response as **Attachment 5A.**

5.8.3. Annual start-up checks (Sheriff Department & Courthouse): Refer to Primary Specifications and Attachment I for task list.

- 1. Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard \$ _____/per visit
- 2. Start-up check for Weil-McLain water boilers located in A Building mechanical room \$ _____/per visit
- 3. Start-up check for McQuay Chiller located in Courthouse. \$ _____/per visit

4. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above yearly checks, with any additional costs to above quoted costs per visit. Include in your bid response as **Attachment 5B.**

5.9. Emergency Twenty-Four Hour Service Contact:

Name: _____ Telephone Number(s): _____
 Service Contact's job title within your company: _____

5.10. Holidays: List the holidays observed by your company: _____

5.11. Provide with your bid response, evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.C with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in 5.8.1. will remain fixed for duration of this contract)

HVAC- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

BOILERS/CHILLERS- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

PREVENTATIVE MAINTENANCE- Public Works (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

YEARLY START UP CHECKS- Sheriff Department (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

YEARLY START UP CHECKS- Courthouse (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (*A negative response to this question will not affect evaluation of your bid.*) YES _____ NO _____

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

Authorized Representative (Sign By Hand):

Date: _____

Print Name and Title of Authorized Representative:

Time: _____

ATTACHMENT A

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. List federal tax identification number: _____ If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? Yes ___ No ___
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No ___ If so, give details: _____

11. List the number of employees in your employ who meet journeyman standards and with experience in working on commercial HVAC equipment, and who will specifically service this contract:

12. List the number of employees in your employ who meet professional standards and with experience in working on commercial chiller/boiler equipment, and who will specifically service this contract:

13. List of contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See Exhibit A next page* _____

14. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for maintenance and major repair on commercial HVAC equipment and centrifugal and screw chiller equipment.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

ATTACHMENT B

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

ATTACHMENT C

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:

ATTACHMENT D

(Please complete and return with Bid)

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

ATTACHMENT E

Contractor shall complete and return at the end of the contract term.

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,

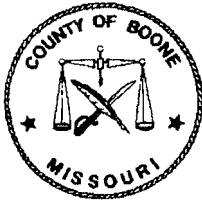
Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public



Standard Terms and Conditions

ATTACHMENT G

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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.

ATTACHMENT H

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201



"No Bid" Response Form

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 57-23SEP15 HVAC Services- Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

ATTACHMENT I

BOONE COUNTY NON-INCLUSIVE EQUIPMENT LIST
 (Bidders are responsible for inspecting various facilities to be serviced under this contract)

Building	Address	State ID No.	Type	Mfr/Year	Use	Fuel
Courthouse	705 E Walnut	MO085284	Water Tube Hot Water	RayPak/2008	HVAC	Natural Gas
		MO085285	Water Tube Hot Water	RayPak/2008	HVAC	Natural Gas
			Fired Staged Water Heater	A O Smith/1992	Domestic	Natural Gas
Government Center	801 E Walnut		Fire Tube Hot Water	A O Smith/2010	Domestic	Natural Gas
		MO095407	Water Tube Hot Water	Aerco/2010	HVAC	Natural Gas
		MO095408	Water Tube Hot Water	Aerco/2010	HVAC	Natural Gas
Boone County Jail	2021 County Drive	MO060033	Air Tank	Manchester Tank/1999	Control Air	
		MO042243	Cast Iron Boiler	Weil McLain/1993	HVAC	Natural Gas
		MO042242	Cast Iron Boiler	Weil McLain/1993	HVAC	Natural Gas
		MO056535	Fired Stg Water Heater	A O Smith/1994	Domestic	Natural Gas
		MO044845	Fired Stg Water Heater	A O Smith/1994	Domestic	Natural Gas
		MO096757	Fired Stg Water Heater	A O Smith/2007	Domestic	Natural Gas
Juvenile Justice Center	5665 Roger I Wilson Memorial Drive	MO088982	Fired Stg Water Heater	A O Smith/2005	Domestic	Natural Gas

ATTACHMENT I continued-

SHERIFF DEPARTMENT- check list for yearly start up (Refer to Primary Specifications for equipment descriptions)

BOILER STARTUP-

Perform combustion testing, to include:

Natural Gas Pressure-
Oxygen Pressure-
Stack Temperature-

Boiler- test low and high fire (adjust as needed)
Hot water- test on fire temperature

CHECKS for CHILLER (A Building Mechanical Yard)

General:

Visually inspect unit for loose or damaged components and visible leaks.
Inspect thermal insulation for integrity.
Clean as required.

Electrical:

Sequence test controls.
Check contactors for pitting, replace as required.
Check terminals for tightness, tighten as necessary.
Clean control panel interior.
Clean control box fan filter.
Visually inspect components for signs of overheating.
Verify compressor and oil heater operation.
Megger test compressor motor.

Refrigeration Oil:

Leak test.
Check liquid line sight glasses for clear flow.
Check compressor oil sight glass for correct level (oil charge).
Check filter-drier pressure drop (refer to manual for specification).
Check oil filter pressure drop.
Perform compressor vibration test.
Perform oil analysis test on compressor oil.

(Attached Periodic Maintenance Log provided for successful bidder's use in recording inspections for the above equipment.)

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
Bollemaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$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	\$28.365
Clazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$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
Pipe Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$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

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO 22

8/15

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

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

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

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

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

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

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

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

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

NO. 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) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

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

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

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

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

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

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

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

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

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

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NO. 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

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

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

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

NO. 86: 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
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.

**REPLACEMENT PAGE
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. 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 ¼ 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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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.

**PURCHASE AGREEMENT
FOR
HVAC SERVICES TERM AND SUPPLY
(Public Works)**

THIS AGREEMENT dated the 17th day of November 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MasterTech Plumbing, Heating & Cooling** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **HVAC Services Term and Supply**, County of Boone Request for Bid number **57-23SEP15**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications, Prior Experience, Work Authorization Certification, Certification Regarding Debarment, Prevailing Wage Order #22, any applicable addenda, and the Contractor's bid response dated **September 17, 2015** and executed by **Jerry E. Hall**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2016** and extend **through December 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Contractor has been selected for Preventative Maintenance Award for Public Works:

5.8.2. Preventative Maintenance (Public Works)

4. Billing and Payment - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

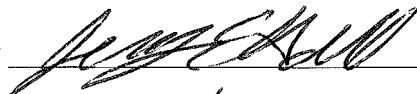
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

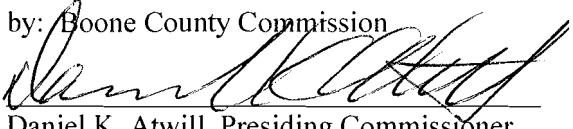
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

**MASTERTech PLUMBING,
HEATING & COOLING**

by 
 title General Manager
 address 5150 I-70 Dr. S.W.
Columbia, Mo 65203

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

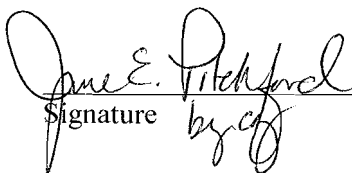

 County Counselor

ATTEST:


 Wendy S. Nofen, 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 by cfj

11/10/15
Date

2040/60100 Term & Supply

No Encumbrance Required
 Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

5. Response Form

5.1. Company Name: MasterTech Plumbing, Heating & Cooling
 5.2. Address: 5150 I-76 Drive SW
 5.3. City/Zip: Columbia, MO 65203
 5.4. Phone Number: 513-777-7777
 5.5. E-Mail: hallj@socket.net
 5.6. Fax Number: 513-446-5901
 5.7. Federal Tax I.D. 43-1870150
 5.7.1 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. "As Needed" Repairs and/or Maintenance Work: Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m.* Rates per hour shall be quoted using one (1) service technician.

HVAC-

ITEM DESCRIPTION	UNIT PRICE	
1. Material \$0 - \$2500.00 (markup over Contractor cost)	<u>20</u>	% markup
2. Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	<u>10</u>	% markup
3. Material \$4,500.00 and Up (markup over Contractor cost)	<u>5</u>	% markup
4. Rental Equipment (markup over Contractor cost) per unit	<u>10</u>	% markup
	Major Repair:	Maintenance/Small
5. Labor (Straight Time)	<u>110.00</u> /per hr	<u>75.00</u> per hr
6. Rate per hour for each additional technician (Straight Time)	<u>95.00</u> /per hr	<u>60.00</u> /per hr
7. Labor (Nights/Weekends)	<u>130.00</u> /per hr	<u>95.00</u> /per hr
8. Rate per hour for each additional technician (Nights/weekends)	<u>120.00</u> /per hr	<u>85.00</u> /per hr
9. Labor (Holidays as listed in 5.10. of this Response Form)	<u>145.00</u> /per hr	<u>110.00</u> /per hr
10. Rate per hour for each additional technician (Holidays)	<u>125.00</u> /per hr	<u>90.00</u> /per hr
11. <u>Flat rate per hour</u> for emergency service outside normal business hours, to include all		

workers and repairs.

250.00/per hr

175.00/per hr

BOILERS/CHILLERS-

ITEM DESCRIPTION

UNIT PRICE

- 12. Material \$0 - \$2500.00 (markup over Contractor cost)
- 13. Material \$2500.00 - \$4,499.00 (markup over Contractor cost)
- 14. Material \$4,500.00 and Up (markup over Contractor cost)
- 15. Rental Equipment (markup over Contractor cost) per unit

_____/per hr % markup
MA % markup
 _____ % markup
 _____ % markup

**Major Repair:
Prevailing Wage**

**Maintenance/Small
Repair: Non-Prevailing**

- 16. Labor (Straight Time) _____/per hr
- 17. Rate per hour for each additional technician (Straight Time) _____/per hr
- 18. Labor (Nights/Weekends) _____/per hr
- 19. Rate per hour for each additional technician (Nights/weekends) _____/per hr
- 20. Labor (Holidays as listed in 5.10. of this Response Form) _____/per hr
- 21. Rate per hour for each additional technician (Holidays) _____/per hr
- 22. Flat rate per hour for emergency service outside normal business hours, to include all workers and repairs. _____/per hr

_____/per hr
MA /per hr
MA /per hr
MA /per hr
MA /per hr
MA /per hr

_____/per hr
MA /per hr
MA /per hr
MA /per hr
MA /per hr

5.8.2. Preventative Maintenance (Public Works): Refer to Primary Specifications for description of tasks for quoted cost per visit.

- 1. Spring and Fall checks \$ 300.00/per visit
- 2. Mid-Year and Winter checks \$ 150.00/per visit
- 3. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above preventative maintenance program, with any additional costs to above quoted cost per visit. Include in your bid response as Attachment 5A.

5.8.3. Annual start-up checks (Sheriff Department & Courthouse): Refer to Primary Specifications and Attachment I for task list.

- 1. Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard \$ MA/per visit
- 2. Start-up check for Weil-McLain water boilers located in A Building mechanical room \$ MA/per visit
- 3. Start-up check for McQuay Chiller located in Courthouse. \$ MA/per visit
- 4. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above yearly checks, with any additional costs to above quoted costs per visit. Include in your bid response as Attachment 5B.

5.9. Emergency Twenty-Four Hour Service Contact:

Name: Jerry Hall Telephone Number(s): 573-881-9927
 Service Contact's job title within your company: General Manager

- 5.10. Holidays: List the holidays observed by your company: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 5.11. Provide with your bid response, evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.C with your bid.**
- 5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in 5.8.1. will remain fixed for duration of this contract)

HVAC- Maintenance/Small Repair- Non Prevailing Wage:

1st contract renewal term: 5 %
 2nd contract renewal term: 5 %
 3rd contract renewal term: 5 %
 4th contract renewal term: 5 %

BOILERS/CHILLERS- Maintenance/Small Repair- Non Prevailing Wage:

1st contract renewal term: _____ %
 2nd contract renewal term: N/A %
 3rd contract renewal term: N/A %
 4th contract renewal term: _____ %

PREVENTATIVE MAINTENANCE- Public Works (Maintenance/non-prevailing wage)

1st contract renewal term: _____ %
 2nd contract renewal term: _____ %
 3rd contract renewal term: _____ %
 4th contract renewal term: _____ %

YEARLY START UP CHECKS- Sheriff Department (Maintenance/non-prevailing wage)

1st contract renewal term: _____ %
 2nd contract renewal term: N/A %
 3rd contract renewal term: N/A %
 4th contract renewal term: _____ %

YEARLY START UP CHECKS- Courthouse (Maintenance/non-prevailing wage)

1st contract renewal term: _____ %
 2nd contract renewal term: N/A %
 3rd contract renewal term: N/A %
 4th contract renewal term: _____ %

- 5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (A negative response to this question will not affect evaluation of your bid.) YES _____ NO X

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

Authorized Representative (Sign By Hand):

Date: 9-17-15

Print Name and Title of Authorized Representative:

Jerry E. Hall

Time: General Manager

ATTACHMENT A

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: MasterTech Plumbing, Heating & Cooling
2. Business Address: 5150 I-70 Drive SW Columbia, MD 2105203
3. When Organized: 1999
4. When Incorporated: 1999
5. List federal tax identification number: 431870150 If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: 16
7. If you have done business under a different name, please give name and business location under that name: Inexpensive Plumbing, Columbia, MD 2105203
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? Yes _____ No If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed? Yes _____ No If so, give details: _____
11. List the number of employees in your employ who meet journeyman standards and with experience in working on commercial HVAC equipment, *and who will specifically service this contract:* 2
12. List the number of employees in your employ who meet professional standards and with experience in working on commercial chiller/boiler equipment, *and who will specifically service this contract:* 0

13. List of contracts with contact information, completed within the last three years, for similar services as described in this bid, including value of each: See Exhibit A next page ✓
14. List of projects currently in progress: Boone County Facilities Plumbing Service
~~Term Supply, Boone County Facilities HVAC Service Term Supply, Walmart Corporation~~
Plumbing Services

* Attach additional sheets as necessary *

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for maintenance and major repair on commercial HVAC equipment and centrifugal and screw chiller equipment.

1. Prior Services Performed for:

Company Name: Boone County Facilities
 Address: 601 E. Walnut
Columbia, Mo 65201
 Contact Name: Bob Davidson
 Telephone Number: 573-864-2899

Date of Contract: 1-1-2013
 Length of Contract: 3 years

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

All emergency & routine HVAC services as required

2. Prior Services Performed for:

Company Name: City of Columbia
 Address: 701 E. Ash St
Columbia, Mo 65201
 Contact Name: Dan Vandevoride or Eric Hempel
 Telephone Number: 573-808-0333 or 574-7241

Date of Contract: 2002 until present
 Length of Contract: various

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

Emergency & routine plumbing & HVAC service as required

3. Prior Services Performed for:

Company Name: Walmart Corporation
 Address: 415 Conley, 1201 Grindstone, 3001 W. Broadway
Columbia Mo
 Contact Name: Service Channel
 Telephone Number: 817-563-0559

Date of Contract: 1999 to present

Length of Contract: *16 yrs*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

All emergency & routine plumbing service as required.

ATTACHMENT B

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

County of Boone)
State of Missouri)ss

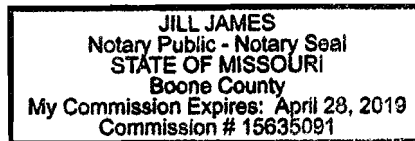
My name is Jerry Hall. I am an authorized agent of mastertech Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized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

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

[Signature] 9-16-15
Affiant Date
Jerry F. Hall
Printed Name

Subscribed and sworn to before me this 16th day of September, 2015.

[Signature]
Notary Public



Contractor shall complete and return at the end of the contract term.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Jerry Hall, General Manager of the (name of company)

MasterTech Inc (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. 22 issued by the Division of Labor Standards on the 20 day of Aug 20 15, in carrying out the Contract and work in connection with

(name of project) HVAC Services Term Supply located at

(name of institution) County Facilities in Boone County,

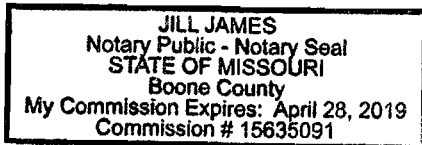
Missouri and completed on the 16 day of Sep, 20 15.

[Signature]
Signature

Subscribed and sworn to me this 16th day of September, 20 15.

My commission expires April 28, 20 15.

[Signature]
Notary Public



ATTACHMENT F

Contractor shall complete and return at the end of the contract term.

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

County of Boone)
State of Missouri)ss

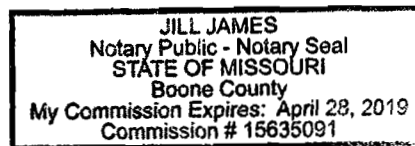
My name is Jerry Hall. I am an authorized agent of MasterTech Inc (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception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

NAME OF PROJECT: HVAC Services Term + Supply

[Signature] 9-16-15
Affiant Date
Jerry E Hall
Printed Name

Subscribed and sworn to before me this 16th day of September, 2015

[Signature]
Notary Public





Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Jacob M. Garrett
Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: 57-23SEP15
Commodity Title: HVAC Services- Term and Supply

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Wednesday September 23, 2015
Time: 2:00 PM Central Time (*Bids received after this time will not be considered*)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building 111
613 E. Ash, Room 111
Columbia, MO 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Wednesday September 23, 2015
Time: 2:00 PM Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Contract Conditions and Requirements
3.0: Primary Specifications
4.0: Response Presentation and Review
5.0: Response Form
Attachments: A Statement of Bidder's Qualifications (and Prior Experience)
B Compliance with (House Bill 1549) & Work Authorization
C Certification of Individual Bidder/Affidavit Certification Opt 2
D Debarment Certification
E Affidavit for Compliance with Prevailing Wage
F Affidavit of Compliance with OSHA Training
G Standard Terms and Conditions
H "No Bid" Response Form
I List of County Equipment
J State Prevailing Wage Order No. 22 (Dated 08/20/15)

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** – The County of Boone, through its Purchasing Department, invites responses which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2 and Section 3.

1.2. DEFINITIONS

1.2.1. **County** – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

1.2.2. **Purchasing** – The Purchasing Department, including its Purchasing Director and staff.

1.2.3. **Department/s or Office/s** – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

1.2.4. **Designee** – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.5. **Bidder / Contractor / Supplier** – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

1.2.6. **Bidder** – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

1.2.7. **Contractor** – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

1.2.8. **Supplier** – All business/entities which may provide the subject goods and/or services.

1.2.9. **Bid** – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Request for Bid” is used when the need is well defined. An “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.10. **Response** – The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by e-mail to the Buyer or fax to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

1.3.1. Questions concerning these specifications may be submitted to the County no later than September 16th, 2015 by 5:00 p.m. Contact for Bid questions – Jacob M. Garrett – Buyer, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email JGarrett@boonecountymo.org

1.3.2. **Bidder Responsibility** – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.3. Bidders shall visit the site of work and become familiar with the condition under which 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. Successful Bidder(s) 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.

- 1.3.4. **Bid Addendum** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.
- 1.5. **CONTRACT DOCUMENTS** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award, on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 1.5.1. **CONTRACT EXECUTION** – This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.2. **Precedence** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) The provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD**- The initial contract period will be **January 1, 2016 through December 31, 2016**, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.
- 1.7. **TERMINATION FOR CONVENIENCE** – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.

- 1.9. PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Contract Conditions and Requirements

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

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

2.1.2. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

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

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

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

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

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

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

2.4. 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.

2.5. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED-

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

b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.6. PREVAILING WAGE: With submission of a bid response, Vendor acknowledges that any major repair serviced in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates.

Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance.

A copy of **Annual Wage Order 22 (dated 08/20/15)** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 111, Columbia, MO 65201; or email JGarrett@boonecountymmo.org, or call the Purchasing office at (573) 886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

Wage Rates- "Major repair" work 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 worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 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 and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.

Notices- Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

Penalty- Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 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 or by an Subcontractor under them.

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 County an affidavit stating that they

have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

Wage Determination- The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission 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 such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

2.7. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

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

2.9. BILLING AND PAYMENTS- Invoices shall be submitted to the appropriate using department. Payment shall be made within 30 days of receipt of a correct monthly statement. County's contract number should appear on the invoices. All contracted work done for the County on a "time and material" basis must include the following information on the invoices:

1. Name of the County location where work was performed and date(s) work was performed.
2. If materials are used, and if total material cost is greater than \$1,000.00, provide itemized materials list and Contractor's cost for those items, indicating the contract markup % and net cost to County.
3. Itemized list and contractor's cost of rental equipment used, if any. (Include contract markup % and net cost)
4. Labor cost per hour with name(s) of crew member(s) on the job.
5. Total hours on project and total cost of labor.

If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.

Billing address shall be one of the following depending on the location where work is performed:

Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201

Public Works, 5551 Tom Bass Road, Columbia, MO 65201

Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.10. EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the contractor's quote 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 and/or quote shall be modified accordingly.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract and/or quote, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents. All Contract modifications must be in writing from the authorized agent of the County and be in the form of a Contract Change Order.

3. Primary Specifications

3.1. PURPOSE / INTENT – Boone County, hereafter referred to as “County”, seeks bid offers from qualified vendors with the intent to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term and Supply contract to provide all labor, materials, tools, equipment, transportation, services, and supervision in the performance of **HVAC Services, to include Boiler and Chiller Maintenance**, for various properties of Boone County, Missouri. Services will be requested by the Facilities Maintenance, Public Works, and Sheriff Departments for maintenance and/or repairs on an “as needed” basis. County may, during the course of this contract, add or delete service locations. This shall not be cause for Contractor’s prices to change during any given contract period.

3.2. SCOPE OF WORK – This contract shall cover servicing, adjusting, and repairing heating, ventilating, air conditioning, boilers and chillers, and all associated equipment to various county facilities. A list of equipment to be covered under this contract is enclosed as Attachment I. This list is not necessarily all-inclusive; any existing equipment inadvertently omitted from the attached list shall be included for service under this contract. *New installations will be covered within the scope of this contract. Additionally, the County reserves the right to bid separately any repair/replacement project with an estimated cost of \$6,000 or more. The County of Boone has the right to request a quote at anytime.*

3.3. Estimated Usage – Based on past usage for HVAC services, the estimated total expenditures against this contract are expected to meet or exceed \$6,000 annually. However, this amount is an estimate only and as such, does not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS-

3.4.1. Work Hours- The Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in the Response Form section.

3.4.2. Security - Contractor shall be responsible for providing and updating a list of the Contractor’s employees working at any of the locations. Contractor shall comply with all security measures required by Boone County. All aspects of building security will be discussed with the Contractor by County department designees after contract is in place and before Notice to Proceed on any project is provided.

3.4.2.a. Criminal Background Check - Boone County reserves the right to approve individuals who will be working on this project. Individual employees will be expected to execute appropriate releases to authorize criminal background checks. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, shall not be permitted to work on the project.

3.4.3. Equipment/Safety- Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during work under the contract. The safety of the Contractor’s employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

3.4.4. Workmanship- Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

3.4.5. Cleaning- Contractor shall keep the premises clean of all rubbish and debris generated by the work involved. Contractor, at his/her expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be

removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the county department's representative shall be consulted.

3.4.6. Final Inspection and Approval- The Contractor shall request the facility authority responsible for the work location to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by the facility authority responsible for the site.

3.4.7. Property Damage- The Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

3.4.8. Repair/Warranties- The Contractor shall guarantee all work performed under this contract. The Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty service will be performed at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

3.4.9. Materials- All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

3.4.10. Replacement Parts- Replacement parts furnished must be of the same manufacturer or an equal product approved by county facility designee. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.

3.4.11. Labor Rates- Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.

3.4.12. FOB Point- Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

3.4.13. Repairs – "As needed" basis. For non-emergency repairs Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor's *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the County's facility designee. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If a unit is to be down for more than twelve (12) hours, the county department representative will be advised and informed in writing of the nature or repairs that cause the shutdown. Contractor shall respond within a *one hour period* to any and all service requests which are designated as emergency repair. Emergency repairs may be quoted verbally to expedite the job, followed up with a written quote based on the verbal quote. Unit prices quoted shall not exceed contract prices.

3.4.14. Response Time – Contractor shall respond within a one hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such

emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours, to include all workers and repairs.

3.4.15. Sub-Contractors- No subcontractors shall be used without prior written approval of the County's designated representative.

3.4.16. Working with County's Personnel- The Contractor must agree to work alongside the County's maintenance staff.

3.4.17. Service Locations in Columbia, Missouri include, but not necessarily limited to-

Boone County Government Center, 801 E. Walnut St.
Sheriff Department, 2121 County Drive
Sheriff Department Annex, 2111 County Drive
County Courthouse, 705 E. Walnut St.
Boone County Annex, 613 East Ash Street
Johnson Building, 601 East Walnut Street
Alternative Sentencing, 607 East Ash Street
Public Works, 5551 Tom Bass Road
Robert L. Perry Juvenile Justice Center, 5665 Roger I. Wilson Drive
Joint Communications, 609 E. Walnut Street
Emergency Communication Center, 2145 E. County Drive
Reality House Programs Inc, 1900 Prathersville Road East
Centralia Clinic, 1021 E. Highway 22, Centralia
Boone County Family Health Center, 1001 West Worley
Life Styles Building, 101 North 7th Street
Law Offices, 609 East Walnut
IV – D Offices, 605 East Walnut, Suite B
Community Services, 605 East Walnut, Suite A
Boone County Fairgrounds, 5212 Oakland Gravel Road

3.5. HVAC Preventative Maintenance Program- Boone County proposes a quarterly preventative maintenance program for the *Public Works Facility* located at 5551 Tom Bass Rd, Columbia, Missouri. Each visit would include filter changes for four (4) heater/AC units, as well as a springtime check of all A/C related items and a fall check for heater related issues. Bidder is encouraged to provide with bid, samples of forms proposed to be used as checklist/reporting of services. If, during any visit the Contractor determines that a repair is warranted and Public Works Designee approves, repair will be done at service rates listed in the Response Form within this bid. Any work estimated to be \$6000.00 or greater may be bid out separately at discretion of County. Delivery Terms: FOB- Destination, Boone County Public Works Department, Maintenance Operations, 5551 Tom Bass Rd, Columbia, Mo 65201.

3.5.1. Equipment for Public Works Facility:

(The 4 units below have coils and outside A/C compressor units):

Make/Model: Carrier, 59TN6A080V17114; SN: 1914A45741
Make/Model: Carrier, 58MCA100-20; SN: 1796A02070
Make/Model: American Standard, AUX100C960D2; SN: 3143E77G
Make/Model: American Standard, RXC03153HPC0; SN: 2475RAD5G

Six (6) 'hanging' heaters for shop areas:

Reznor used oil furnace (in truck parking area)
Hanging gas furnace (in truck parking area)
Hanging propane furnace (in sign shop)
Electric wall mounted forced air furnace (in oil room)
Hanging gas furnace (mechanics shop area- south side)
Hanging gas furnace (mechanics shop area- north side)

Filter size/information:

- (1) 14" x 20" x 1" premium pleated filter
 - (1) 16" x 25" x 1" premium pleated filter
 - (1) 16" x 20" x 1" premium pleated filter
 - (1) Lifetime washable filter- will require cleaning as part of maintenance
- (For purposes of this bid, 'premium' means any filter rated 30% or above efficiency)*

Boone County Public Works – North Facility

Make/Model: Carrier, 24ACB336A300 – Standard residnital/Humidifer/Electronic Air Cleaner “Propane Heating” Zoned 2.

Make/Model: (5) Modine Hotdawg Hanger Propane Heaters

3.5.2. Spring check:

- 1. Filter changes on the equipment listed above.
- 2. Visual inspection of all electrical connections; check voltage and current on motors.
- 3. Lubricate all moving parts if applicable/necessary.
- 4. Check controls of the system to ensure proper operation. Check the starting cycle of the equipment to ensure the system starts, operates, and shuts off properly.
- 5. Check all condensate drains to ensure proper operation.
- 6. Clean evaporator and condenser AC coils. Inspect and straighten cooling fins if bent.
- 7. Check refrigerant levels and adjust as necessary.

3.5.3. Mid-Year check:

- 1. Filter changes on the equipment listed above.

3.5.4. Fall check:

- 1. Filter changes on the equipment listed above.
- 2. Visual inspection of all electrical connections; check voltage and current on motors.
- 3. Lubricate all moving parts if applicable/necessary.
- 4. Check controls of the system to ensure proper operation. Check the starting cycle of the equipment to ensure the system starts, operates, and shuts off properly.
- 5. Check all condensate drains to ensure proper operation.
- 6. Visually inspect gas connections, burner combustion, and heat exchanger.

3.5.5. Winter check:

- 1. Filter changes on the equipment listed above.

3.6. Preventative Maintenance Program- Boone County proposes a yearly start-up check of the equipment listed below for Sheriff Department, locations in A Building mechanical yard and A Building mechanical room and Boone County Courthouse. A checklist of tasks for bidders' information is included in this bid as Attachment I. Bidder shall quote on the enclosed Response Form the cost per visit for performing the tasks listed in Attachment I. If, during any visit the Contractor determines that a repair is warranted and Sheriff Department Designee approves, repair will be done at service rates listed in the Response Form within this bid. Any work estimated to be \$6000.00 or greater may be bid out separately at the discretion of County. Delivery Terms: FOB Destination, Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Delivery Terms: FOB Destination, Boone County Courthouse 705 E. Walnut St. Columbia, MO 65201

3.6.1.0. Equipment for Sheriff Department:

BOILERS – 2 identical units (located in A Building mechanical room)

Brand: Weil-McLain

Model #BG-788-WF

Water boiler- Natural Gas

CHILLER – located in A Building mechanical yard
Brand: McQuay
Model #AGS210CH12-ER10
Air-Cooled Screw Compressor Chiller

3.6.1.0. Equipment for Boone County Courthouse:

CHILLER – located on the westside of courthouse.
Brand: McQuay
Model #AWS210ADSEWNN-ER10
Serial No. STNU110500050

3.7. CONTRACTOR QUALIFICATIONS AND EXPERIENCE- Successful bidder(s) shall be familiar with and capable of performing maintenance and repairs, as needed, on the County’s commercial HVAC equipment and boilers chillers listed herein and in Attachment I. It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.

3.8. Prior to submitting a bid, inspections of County facilities should be arranged by contacting the following facility authorities:

Bob Davidson- Manager of Facilities Maintenance, (573) 886-4401 or BDavidson@boonecountymmo.org
Chad Martin, Captain-Sheriff Department, (573) 875-1111 ext 6201 or cmartin@boonecountymmo.org ; or
Bob Schwartz-Senior Facility Maintenance Technician, Sheriff Department, (573) 875-1111 or BSchwartz@boonecountymmo.org
Greg Edington- Public Works, Asst. Mgr Road Operations (573) 449-8515, Ext 226 or gedington@boonecountymmo.org

3.9 Bidders must provide evidence that they have been licensed as an HVAC contractor in the state of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid, and currently be engaged in the business of such work. **Bidders shall complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS and include with bid submittal.** The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity and its employees are licensed to perform the activities or work included in the bid documents.

3.10. The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of these laws, ordinances, rules and regulations on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:

1. All pertinent requirements of the local codes and utility companies.
2. National Electric Code, latest edition.
3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

3.11. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.

4. Response Presentation and Review

4.1. RESPONSE CONTENT- In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for any items requested shall be included with the response.

4.2. SUBMITTAL OF RESPONSES- Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

4.3. Advice of Award- If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page, under Purchasing, www.showmeboone.com .

4.4. BID OPENING- On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

4.5. Removal from Vendor Database- If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

4.6. RESPONSE CLARIFICATION- The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

4.7. Rejection or Correction of Responses- The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

4.8. EVALUATION PROCESS- The County's sole purpose in the evaluation process is to determine from among the Responses received which bid offer or offers are best suited to meet the County's needs at the lowest possible cost. The County reserves the right to obtain references as needed, in order to determine a Bidder's qualifications and responsibility for meeting the needs of this contract. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

4.9. Method of Evaluation- The County will evaluate submitted Responses in relation to all aspects of this Bid.

4.10. Acceptability- The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

4.11. Endurance of Pricing- Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

workers and repairs. _____/per hr _____/per hr

BOILERS/CHILLERS-

ITEM	DESCRIPTION	UNIT PRICE
12.	Material \$0 - \$2500.00 (markup over Contractor cost)	_____ % markup
13.	Material \$2500.00 - \$4,499.00 (markup over Contractor cost)	_____ % markup
14.	Material \$4,500.00 and Up (markup over Contractor cost)	_____ % markup
15.	Rental Equipment (markup over Contractor cost) per unit	_____ % markup

	Major Repair: Prevailing Wage	Maintenance/Small Repair: Non-Prevailing
16.	Labor (Straight Time) _____/per hr	_____ /per hr
17.	Rate per hour for each additional technician (Straight Time) _____/per hr	_____ /per hr
18.	Labor (Nights/Weekends) _____/per hr	_____ /per hr
19.	Rate per hour for each additional technician (Nights/weekends) _____/per hr	_____ /per hr
20.	Labor (Holidays as listed in 5.10. of this Response Form) _____/per hr	_____ /per hr
21.	Rate per hour for each additional technician (Holidays) _____/per hr	_____ /per hr
22.	<i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs. _____/per hr	_____ /per hr

5.8.2. **Preventative Maintenance (Public Works):** Refer to Primary Specifications for description of tasks for quoted cost per visit.

1. Spring and Fall checks \$ _____/per visit
2. Mid –Year and Winter checks \$ _____/per visit
3. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above preventative maintenance program, with any additional costs to above quoted cost per visit. Include in your bid response as **Attachment 5A.**

5.8.3. **Annual start-up checks (Sheriff Department & Courthouse):** Refer to Primary Specifications and Attachment I for task list.

1. Start-up check for McQuay Air-Cooled Screw Compressor Chiller located in A Building mechanical yard \$ _____/per visit
2. Start-up check for Weil-McLain water boilers located in A Building mechanical room \$ _____/per visit
3. Start-up check for McQuay Chiller located in Courthouse. \$ _____/per visit
4. Add/Alternative: Bidder may also submit a list of additional tasks they propose to be included in the above yearly checks, with any additional costs to above quoted costs per visit. Include in your bid response as **Attachment 5B.**

5.9. **Emergency Twenty-Four Hour Service Contact:**

Name: _____ Telephone Number(s): _____
 Service Contact’s job title within your company: _____

5.10. Holidays: List the holidays observed by your company: _____

5.11. Provide with your bid response, evidence of current licensure as HVAC contractor in the State of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.C with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in 5.8.1. will remain fixed for duration of this contract)

HVAC- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

BOILERS/CHILLERS- *Maintenance/Small Repair- Non Prevailing Wage:*

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

PREVENTATIVE MAINTENANCE- Public Works (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

YEARLY START UP CHECKS- Sheriff Department (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

YEARLY START UP CHECKS- Courthouse (*Maintenance/non-prevailing wage*)

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (*A negative response to this question will not affect evaluation of your bid.*) YES _____ NO _____

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

Authorized Representative (Sign By Hand):

Date: _____

Print Name and Title of Authorized Representative:

Time: _____

ATTACHMENT A

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. List federal tax identification number: _____ If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? Yes ___ No ___
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No ___ If so, give details: _____

11. List the number of employees in your employ who meet journeyman standards and with experience in working on commercial HVAC equipment, and who will specifically service this contract:

12. List the number of employees in your employ who meet professional standards and with experience in working on commercial chiller/boiler equipment, and who will specifically service this contract: _____

13. List of contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See Exhibit A next page* _____

14. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for maintenance and major repair on commercial HVAC equipment and centrifugal and screw chiller equipment.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

ATTACHMENT B

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

ATTACHMENT C

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:

ATTACHMENT D

(Please complete and return with Bid)

**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

ATTACHMENT E

Contractor shall complete and return at the end of the contract term.

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,

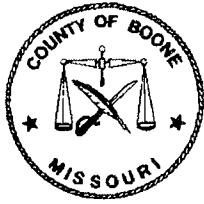
Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public



Standard Terms and Conditions

ATTACHMENT G

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Jacob M. Garrett, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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.

ATTACHMENT H

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201



“No Bid” Response Form

Jacob M. Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 57-23SEP15 HVAC Services- Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

ATTACHMENT I

BOONE COUNTY NON-INCLUSIVE EQUIPMENT LIST
 (Bidders are responsible for inspecting various facilities to be serviced under this contract)

Building	Address	State ID No.	Type	Mfr/Year	Use	Fuel
Courthouse	705 E Walnut	MO085284	Water Tube Hot Water	RayPak/2008	HVAC	Natural Gas
		MO085285	Water Tube Hot Water	RayPak/2008	HVAC	Natural Gas
			Fired Staged Water Heater	A O Smith/1992	Domestic	Natural Gas
Government Center	801 E Walnut		Fire Tube Hot Water	A O Smith/2010	Domestic	Natural Gas
		MO095407	Water Tube Hot Water	Aerco/2010	HVAC	Natural Gas
		MO095408	Water Tube Hot Water	Aerco/2010	HVAC	Natural Gas
Boone County Jail	2021 County Drive	MO060033	Air Tank	Manchester Tank/1999	Control Air	
		MO042243	Cast Iron Boiler	Weil McLain/1993	HVAC	Natural Gas
		MO042242	Cast Iron Boiler	Weil McLain/1993	HVAC	Natural Gas
		MO056535	Fired Stg Water Heater	A O Smith/1994	Domestic	Natural Gas
		MO044845	Fired Stg Water Heater	A O Smith/1994	Domestic	Natural Gas
		MO096757	Fired Stg Water Heater	A O Smith/2007	Domestic	Natural Gas
Juvenile Justice Center	5665 Roger I Wilson Memorial Drive	MO088982	Fired Stg Water Heater	A O Smith/2005	Domestic	Natural Gas

ATTACHMENT I continued-

SHERIFF DEPARTMENT- check list for yearly start up (Refer to Primary Specifications for equipment descriptions)

BOILER STARTUP-

Perform combustion testing, to include:

Natural Gas Pressure-
Oxygen Pressure-
Stack Temperature-

Boiler- test low and high fire (adjust as needed)
Hot water- test on fire temperature

CHECKS for CHILLER (A Building Mechanical Yard)

General:

Visually inspect unit for loose or damaged components and visible leaks.
Inspect thermal insulation for integrity.
Clean as required.

Electrical:

Sequence test controls.
Check contactors for pitting, replace as required.
Check terminals for tightness, tighten as necessary.
Clean control panel interior.
Clean control box fan filter.
Visually inspect components for signs of overheating.
Verify compressor and oil heater operation.
Megger test compressor motor.

Refrigeration Oil:

Leak test.
Check liquid line sight glasses for clear flow.
Check compressor oil sight glass for correct level (oil charge).
Check filter-drier pressure drop (refer to manual for specification).
Check oil filter pressure drop.
Perform compressor vibration test.
Perform oil analysis test on compressor oil.

(Attached Periodic Maintenance Log provided for successful bidder's use in recording inspections for the above equipment.)

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
Boilemaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$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	28	64	\$28.385
Clazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$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	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$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

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO 22

8/15

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

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

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

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

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

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

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

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

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

NO. 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) hours' pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

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

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

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

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

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

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

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

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

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

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

NO. 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.

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

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

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

NO. 86: 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
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.

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

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.



CERTIFICATE OF LIABILITY INSURANCE

MASTE-4

OP ID: LH

DATE (MM/DD/YYYY)

11/09/2015

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

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

PRODUCER The Insurance Group, Inc. 200 East Southampton Drive Columbia, MO 65203 Lynda Hodges, CISR	CONTACT NAME: Lynda Hodges, CISR PHONE (A/C, No, Ext): 573-875-4800 E-MAIL ADDRESS: lhodges@theinsurancegrp.com	FAX (A/C, No): 573-875-4514	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Master Tech, Inc Whitney Schneider 5150 I-70 Dr SW Columbia, MO 65203	INSURER A : United Fire & Casualty Co.		13021
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2015

REVISION NUMBER: 1


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	60369059	02/05/2015	02/05/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		60369059	02/05/2015	02/05/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		60369059	02/05/2015	02/05/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

County of Boone is an Additional Insured on the above policy as required by written contract in regards to General Liability coverages

CERTIFICATE HOLDER**CANCELLATION**

County of Boone 613 E. Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

November 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 69-22OCT15 – Antenna and Feedline Installation Associated with Micro-Wave Linked Land Mobile Two-Way Radio System to Spectrum Antenna Services, Inc. of Lone Jack, MO.

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

Done this 17th day of November, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

540-2015

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: November 9, 2015
RE: 2nd Reading - Bid Award Recommendation: 69-22OCT15 – *Antenna and Feedline Installation Associated With Micro-Wave Linked Land Mobile Two-Way Radio System*

Request for Bid 69-22OCT15 – *Antenna and Feedline Installation Associated with Micro-Wave Linked Land Mobile Two-Way Radio System* closed on October 22, 2015. Six bids were received. Dave Dunford, our Radio Consultant, recommends award to Spectrum Antenna Services, Inc. of Lone Jack, Missouri for offering the best bid for Boone County. The low bid offered by Wireless USA was non-responsive due to their bid submittal not including the required background information for their subcontractor's principals, or any of the climbers or technicians who would be performing the work. This was a mandatory requirement in paragraphs 11.01, 11.02 and 11.03.

Initial Work

Contract award for the initial work is \$35,164. \$43,000 was estimated by our Radio Consultant. Invoices will be paid as follows:

County Department 2704 – Joint Communications Radio Network, Account 92300 – Replacement Machinery and Equipment

Work at ROC Tower	\$7,570.00
Work at CEN Tower	\$1,684.00

County Department 4101 – ECC Radio & Technology, Account 71201 – Construction Costs

Work at JCT Tower	\$10,660.00
Work at ZIN Tower	\$7,140.00
Work at MCC Tower	\$1,420.00
Work at GRS Tower	\$6,690.00

540-2015

Additional work is outlined in the contract for a Term and Supply period from November 1, 2015 through October 31, 2016 and may be renewed by the County for up to an additional four (4) one-year periods.

ATT: Bid Tab; Dave Dunford E-mail

cc: Bid File
Karen Miller, Commission
Dave Dunford, Radio Consultant
Chad Martin / Patricia Schreiner, Joint Communications

540-2015

Bid Tabulation: 69-22DCT15 - Antenna and Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System

4.00	DESCRIPTION	Quantity	Unit	Price	Amount	Notes	Western Towers	Spectrum Antenna	POC Tower Services
4.01	General Work for initial purchase - using base contract price								
4.1	Work at RCT Tower	1	Day	\$11,640.00	\$11,640.00		\$11,640.00	\$11,640.00	\$11,640.00
4.2	Work at RDC Tower	1	Day	\$11,640.00	\$11,640.00		\$11,640.00	\$11,640.00	\$11,640.00
4.3	Work at ZEN Tower	1	Day	\$11,640.00	\$11,640.00		\$11,640.00	\$11,640.00	\$11,640.00
4.4	Work at CEN Tower	1	Day	\$11,640.00	\$11,640.00		\$11,640.00	\$11,640.00	\$11,640.00
4.5	Work at MCC Tower	1	Day	\$11,640.00	\$11,640.00		\$11,640.00	\$11,640.00	\$11,640.00
4.6	Work at CBS Tower	1	Day	\$11,640.00	\$11,640.00		\$11,640.00	\$11,640.00	\$11,640.00
4.7	TOTAL (All Ant 4.4)			\$44,960.00	\$44,960.00		\$44,960.00	\$44,960.00	\$44,960.00
Terms and Supply Contract									
4.8	Diagnostic Work, Whip Assembly/Refits	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.9	Diagnostic Work, Microwave Dish	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.10	Repair Work, Whip Assembly	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.11	Repair Work, Swap Microwave Dish	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.12	Remove/replace 1/2" Feedline	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.13	Remove/replace FM-42 Electrical Wire/pack	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.14	Install new whip antenna and feedline	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.15	Install new microwave dish and feedline	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.16	Remove whip antenna and feedline	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.17	Remove microwave dish and feedline	1	Day	\$7,500.00	\$7,500.00	12.50 per whip, 75.00 per antenna	\$7,500.00	\$7,500.00	\$7,500.00
4.18	Tower Technician Hourly Rates	1	Hour	\$48.00	\$48.00	12.50 per whip, 75.00 per antenna	\$48.00	\$48.00	\$48.00
4.19	Days after receipt of notice to proceed with work begin	5	Days	\$11,640.00	\$11,640.00	12.50 per whip, 75.00 per antenna	\$11,640.00	\$11,640.00	\$11,640.00
4.20	Days after receipt of notice to proceed with work to be completed	30	Days	\$11,640.00	\$11,640.00	12.50 per whip, 75.00 per antenna	\$11,640.00	\$11,640.00	\$11,640.00
4.21	If Vendor proposes to use alternative materials, for the purpose of the firm, the work to be completed								
200.BIMS BT Services, Inc.									

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 **Spectrum Antenna Services, 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 69-22OCT15
ANTENNA AND FEEDLINE INSTALLATION ASSOCIATED WITH MICRO-WAVE LINKED
LAND MOBILE TWO-WAY RADIO SYSTEM
BOONE COUNTY, MISSOURI

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

Initial Purchase: The contract award shall be for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, align and test antennas and feedlines associated with the microwave-linked land mobile two-way radio system operated by the County for Thirty Five Thousand One Hundred Sixty Four Dollars (\$35,164.00). Work shall be as follows:

County Department 2704, Account 92300

Work at ROC Tower	\$7,570.00
Work at CEN Tower	\$1,684.00

County Department 4101, Account 71201

Work at JCT Tower	\$10,660.00
Work at ZIN Tower	\$7,140.00
Work at MCC Tower	\$1,420.00
Work at GRS Tower	\$6,690.00

Term and Supply Contract Period will be November 1, 2015 through October 31, 2016, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department in writing prior to any renewal period. Term and Supply work shall be as follows:

Diagnostic Work, Whip Antenna/Feedline	\$910.00
Diagnostic Work, Microwave Dish	\$1,040.00
Repair Work, Swap Whip Antenna	\$1,760.00
Repair Work, Swap Microwave Dish	\$1,936.00
Remove/Replace 7/8" Feedline	\$2,112.00
Remove/Replace EW-52 Elliptical Waveguide	\$2,640.00
Install new whip antenna and feedline	\$2,112.00

Install new microwave dish and feedline	\$2,640.00
Remove whip antenna and feedline	\$1,584.00
Remove microwave dish and feedline	\$1,584.00
Tower Technician Hourly Rates	\$88.00

Contractor agrees to begin the work within 15 days after receipt of Notice to Proceed and complete the above work within 45 days after receipt of Purchase Order and Notice to Proceed from the Purchasing Department.

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.

Introduction and General Conditions of Bidding
 Primary Specifications
 Response Presentation and Review
 Response Form
 Statement of Bidder's Qualifications
 Standard Terms and Conditions
 Work Authorization Certification
 Debarment Certification
 Anti-Collusion Statement
 Signature and Identify of Bidder
 Bidder's Acknowledgment
 Annual Wage Order #22
 Insurance Requirements
 Site Drawings
 Affidavit of Compliance with OSHA
 Affidavit of Compliance with Prevailing Wage Law Form
 Spectrum Antenna Services, Inc. Bid Response dated 10/19/15

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

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

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

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

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

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

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

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

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

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

Thirty Five Thousand One Hundred Sixty Four Dollars and Zero Cents (\$35,164.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 11-17-15 at Columbia, Missouri. (Date)

CONTRACTOR:
SPECTRUM ANTENNA SERVICES, INC.

OWNER:
BOONE COUNTY, MISSOURI

By: Jeff Edwards
Authorized Representative *Signature*

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

By: Jeff Edwards
Authorized Representative *Printed Name*
Title: Vice President

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

ATTEST:
Wendy S. Noren
Wendy Noren
County Clerk

AUDITOR CERTIFICATION

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

2704-92300: \$9,254.00; 4101-71201: \$25,910.00
Term & Supply

June Pitchford by HA
Signature

11-10-15
Date

Appropriation Account

Melinda Bobbitt - Bid Award for Antenna/Feedline Installation.

From: "Dave Dunford" <ddunford@kc.rr.com>
To: <MBobbitt@boonecountymmo.org>
Date: 10/26/2015 9:01 AM
Subject: Bid Award for Antenna/Feedline Installation
CC: <KMiller@boonecountymmo.org>, "Chad Martin" <cmartin@boonecountymmo.org>
Attachments: img153.jpg

Melinda, thanks for getting all of the related bid documents scanned and sent over so quickly. I reviewed all of the responses in detail and have prepared comments for each bid starting with lowest price and ending with highest price within the group of six.

Wireless USA offered a bid of \$23,655.50 for the initial work at six tower sites. Their bid paperwork appeared to be in order and they provided technical credentials for two technicians, Gary LaForce and Alan Karraker, both of whom are employees of Wireless USA. The bid indicated that all of the specified work would be subcontracted to Above All Tower Climbing, LLC but there was no background information provided for that firm, its principals, or any of the climbers or technicians who would be performing the work for County as required in the specification sections 11.01(2), 11.02, and 11.03. Also of concern was the response by Wireless indicating that they could begin work 5-10 days following NTP and complete the work within 12-15 days following NTP. This appears to indicate their subcontracted firm plans to complete the entire project work within a duration of two to ten days. Based on past experience and the intricate and detailed scope of the work, I estimate that a well-staffed crew (or even two small crews) will need several weeks to complete the project. Wireless is a large MSS (Motorola Service Station) with eight locations in Missouri and Illinois and does have extensive radio system experience.

Spectrum Antenna Services offered a bid of \$35,164.00 for the initial work at six tower sites. Their bid paperwork also appeared to be in order and they provided technical credentials for their staff as was required in Section 11.0 of the bid specs. Spectrum proposed a work duration of 30 days. They intend to perform the work with their firm's staff. Their work is known in the area and they have completed much of the antenna/feedline work for the existing BCJC radio system through various procurements through City of Columbia.

Mercury Communications and Construction offered a bid of \$57,192.00 for the initial work at six tower sites. Their bid paperwork also appeared to be in order and they provided technical credentials for their staff as required in Section 11.0 of the bid specs.

file:///C:/Users/mbobbitt/AppData/Local/Temp/XPgrpwise/562DEC04BC-GWDOMGC-... 10/27/2015

Mercury proposed a work duration of 25 days. They intend to perform work with their firm's staff. Mercury is a large contractor and performs tower, antenna and feedline work in this area for commercial carriers, most notably Verizon.

Yankee Microwave offered a bid of \$66,210.00 for the initial work at six tower sites. Their bid paperwork also appeared to be in order and they provided technical credentials for their staff as was required in Section 11.0 of the bid specs. Yankee proposed a work duration of 45 days. They intend to perform work with their firm's staff. Yankee is based in Maine and has extensive experience in high-capacity microwave system installation and operation.

Western Towers offered a bid of \$74,360.0 for the initial work at six tower sites. Their bid paperwork also appeared to be in order and they intend to subcontract the proposed work to Greene's Tower Service, a firm closely allied with Western. The bid provided the technical credentials for their staff as was required in Section 11.0 of the bid specs. Western/Greene's Tower proposed a work duration of 30 days. Western is a well-known, established firm recognized for their custom towers.

The high bid was offered by PDQ Tower Services for \$130,788.00 for the initial work at six tower sites. Their bid paperwork also appeared to be in order and they provided technical credentials for their staff as was required in Section 11.0 of the bid specs. They intend to perform the work with their firm's staff. PDQ proposed a work duration of 58 days. PDQ is a well-known firm in the KC area and works widely with commercial carriers and public utilities.

Based on the submittals County received, it is my recommendation to accept the bid from Spectrum Antenna Services as the lowest cost, compliant offer for the work at the six initial sites under Section 4.1 through 4.7.

Further, based on the submittals County received, it is my recommendation to accept the individual line item costs in Sections 4.8 through 4.18 which relate to establishment of a Term and Supply agreement, from Spectrum Antenna Services.

David O. Dunford
Technical Consultant
County of Boone
Boone County Joint Communications

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

4. Response Form

Company Name: SPECTRUM ANTENNA SERVICES, INC.
 Address: PO BOX 201
 City/Zip: LONE JACK MO 64070
 Phone Number: 816.697.3600
 E-Mail: MONOPOLE@WANS.NET
 Fax. Number: 816.697.3601

Federal Tax I.D. 65-1266207
 Corporation
 Partnership -Name _____
 Individual/Proprietorship -Individual Name _____
 Other(Specify) _____

4.00 PRICING –Note: Diagnostic work is not prevailing wage; repair work is prevailing wage.

General Work for initial purchase – lump sum contract price		
4.1.	Work at JCT Tower	\$ 10,660.00
4.2.	Work at ROC Tower	\$ 7,570.00
4.3.	Work at ZIN Tower	\$ 7,140.00
4.4.	Work at CEN Tower	\$ 1,684.00
4.5.	Work at MCC Tower	\$ 1,420.00
4.6.	Work at GRS Tower	\$ 6,690.00
4.7.	TOTAL (4.1. thru 4.6.)	\$ 35,164.00
Term and Supply Contract		
4.8.	Diagnostic Work, Whip Antenna/Feedline	\$ 910.00
4.9.	Diagnostic Work, Microwave Dish	\$ 1,040.00
4.10.	Repair Work, Swap Whip Antenna	\$ 1,760.00
4.11.	Repair Work, Swap Microwave Dish	\$ 1,936.00
4.12.	Remove/Replace 7/8" Feedline	\$ 2,112.00
4.13.	Remove/Replace EW-52 Elliptical Waveguide	\$ 2,640.00
4.14.	Install new whip antenna and feedline	\$ 2,112.00
4.15.	Install new microwave dish and feedline	\$ 2,640.00
4.16.	Remove whip antenna and feedline	\$ 1,584.00
4.17.	Remove microwave dish and feedline	\$ 1,584.00
4.18.	Tower Technician Hourly Rates	\$ 88.00

4.19. Work will begin on project 15 days after receipt of Notice to Proceed.

4.20. Work will be completed 45 days after receipt of Notice to Proceed.

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 **SPECTRUM ANTENNA SERVICES INC**
2. Business Address: **PO BOX 201 LONE JACK MO 64070**
3. When Organized: **JANUARY 19, 2006**
4. When Incorporated: **JAN 19, 2006**
5. List federal tax identification number: **65-1266207**
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: **9**
7. If you have done business under a different name, please give name and business location under that name: **-N/A-**
8. Percent of work done by own staff: **100%**
9. Have you ever failed to complete any work awarded to your company? If so, where and why? **NO**
10. Have you ever defaulted on a contract? **NO** If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. **SEE ATTACHED EXHIBIT 1**
12. List of projects currently in progress: **SEE ATTACHED EXHIBIT 2**

* Attach additional sheets as necessary *

EXHIBIT 1

IN RE: STATEMENT OF BIDDERS QUALIFICATIONS

11. List of contracts completed WITH in last three years similar IN SCOPE to that described in this bid, including value of each:

1. CITY OF COLUMBIA, MO MICROWAVE SYSTEM

\$31,730

2. VERIZON WIRELESS MICROWAVE HOP CASSIDAY, KS

\$21,082

3. CITY OF LENEXA, KS (JOHNSON COUNTY)

\$18,705

EXHIBIT 2

IN RE: STATEMENT OF BIDDERS QUALIFICATIONS

12. LIST OF PROJECTS CURRENTLY IN PROGRESS

1. KCPT TV MICROWAVE DISH RELOCATION
2. VERIZON WIRELESS AWS INSTALLATION AT MENORAH MEDICAL CENTER
3. T-MOBILE TOWER MODIFICATIONS AND LTE INSTALL

12.1.a

Spectrum Antenna Services, Inc. Qualifications

Jeff Edwards has 27 years of experience with antenna/line installation in the tower industry. He started in 1989 working on common carrier microwave systems for MCI. He spent two years as a tower worker/lead man installing high performance dual band microwave antennas from 6'-12' in diameter. Each of these antennas were fed with multiple runs of EW44 and EW52 waveguide. Upon MCI's microwave system's removal from service, Jeff was put in charge of Panhandle Eastern Pipeline's analog to digital conversion of their microwave system from Indianapolis, In to Liberal, KS. He then moved on to Burlington Northern Railway's analog to digital conversion of their microwave system encompassing 18 states as a project manager/foreman. During this time the Northern Border Pipeline also upgraded their microwave system and Jeff project managed. As common carrier and industrial microwave systems either became obsolete or digitized, Jeff moved into cellular systems from 1G through 4G technologies.

Bryan Ross has 6 years of experience working strictly with Jeff Edwards as his foreman. Bryan has learned all cellular technologies from 1G through 4G. He has also taken part in the installation of ClearWire's unlicensed microwave bands at 20+ site in the KC metro area. Bryan has also been the lead installer of the Columbia microwave system.

Jeremy Swing came to us as a veteran of the Iraq war. Jeremy has been with us for 5 years as a lead installer. Jeremy has only worked under Jeff or Bryan as a foreman.

12.1.b

Technician list

1. Jeff Edwards (foreman)
2. Bryan Ross (foreman/lead man)
3. Jeremy Swing (lead man/tower tech.)
4. Matt Swing (tower tech.)

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

County of Jackson

State of MO)ss
)

My name is Teresa Edwards. I am an authorized agent of Spectrum Antenna Services, INC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

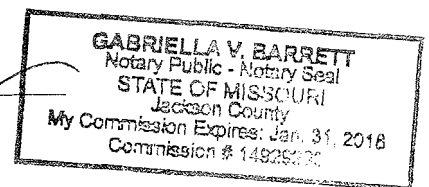
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Teresa Edwards 10.13 2015
Affiant Date

TERESA C. EDWARDS
Printed Name

Subscribed and sworn to before me this 13 day of October, 2015.

Gabriella V. Barrett
Notary Public



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



Company ID Number: 453610

**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 Spectrum Antenna Services, 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 or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

E-Verify



Company ID Number: 453610

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

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

Name:	Teresa C Edwards	Fax Number:	(816) 697 - 3601
Telephone Number:	(816) 697 - 3600		
E-mail Address:	monopole@wans.net		

(Please complete and return with Bid)

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.

TERESA C. EDWARDS, PRESIDENT
Name and Title of Authorized Representative

Terese C Edwards
Signature

10.15.2015
Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF JACKSON

TERESA C. EDWARDS, being first duly sworn, deposes and

says that he is PRESIDENT

(Title of Person Signing)

of SPECTRUM ANTENNA SERVICES, 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

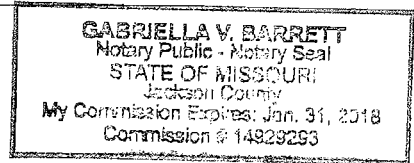
By Teresa C. Edwards By

By

Sworn to before me this 13 day of October, 2015

Gabriella V. Barrett
Notary Public

My Commission Expires 01-31-2018



SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () joint venture
(X) corporation, incorporated under laws of the state of MISSOURI

Dated _____, 20_____

Name of individual, all partners, or joint venturers:

Address of each:

JEFF EDWARDS

220 LAKOTA LANE LSMO 64086

TERESA EDWARDS

220 LAKOTA LANE LSMO 64086

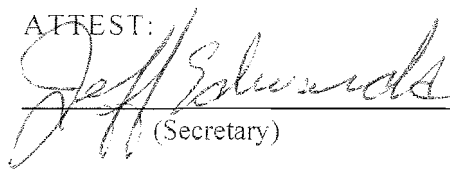
Address of principal place of business in doing business under the name of:

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

SPECTRUM ANTENNA SERVICES INC

220 LAKOTA LANE LSMO 64086

(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 MISSOURI County of JACKSON
On this 13 day of October, 20 15

before me appeared Teresa C. Edwards 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.

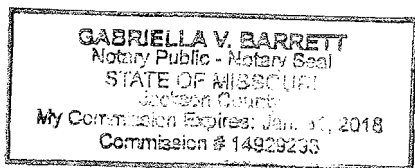
(if a corporation) that he is the Teresa C. Edwards, PRESIDENT
President or other agent

of SPECTRUM ANTENNA SERVICES 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 Jackson Co, MO the day and year first above written. (SEAL)

Gabriella V. Barrett Notary Public

My Commission expires January 31 20 18.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2015

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

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

PRODUCER Twin Lakes Insurance Agency 608 SW 3rd Street Lee's Summit MO 64063	CONTACT NAME: Sarah Ray
	PHONE (A/C, No, Ext): (816) 525-2125 FAX (A/C, No): (816) 525-4049
	E-MAIL ADDRESS: sarahr@twinlakesins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: GRE - Scottsdale Insurance
	INSURER B: EMC Insurance Companies
	INSURER C: TRA - Travelers Indemnity Co.
	INSURER D: GRE - Lloyds of London
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL152400904 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPS2102919	11/8/2014	11/8/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			4x4416316	2/3/2015	2/3/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			XLS0095032	11/8/2014	11/8/2015	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6JUB5B80827515	2/8/2015	2/8/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Environmental Impairment			ANE142913314	3/5/2015	3/5/2016	PER OCCURRENCE 1,000,000
D	& Professional Liability			ANE142913314	3/5/2015	3/5/2016	AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder and all parties required under a written contract are named as additional insureds with respects to General Liability. A Waiver of Subrogation is provided where allowed by law & required by a written contract. General Liability includes 30 day notice of cancellation

CERTIFICATE HOLDER Boone County Director of Purchasing Attn: Melinda Bobbitt 613 E Ash Street, Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Smith/KZ



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
(573) 886-4393 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **69-22OCT15**
Commodity Title: **Antenna and Feedline Installation Associated with
Microwave-Linked Land Mobile Two-Way Radio System**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Thursday, October 22, 2015
Time: 1:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 110
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Thursday, October 22, 2015
Time: 1:30 p.m., Central Time
Location/Address: Boone County Government Center
Commission Chambers
801 E. Walnut Street
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Primary Specifications
3.0: Response Presentation and Review
4.0: Response Form
Attachments: Statement of Bidder's Qualifications
Standard Terms and Conditions
Instructions for House Bill 1549
Work Authorization Certification
Individual Bidder Affidavits
Debarment Form
Anti-Collusion Statement

Bid Contents, continued

Signature & Identify of Bidder

Bidder's Acknowledgement

Annual Wage Order #22

Affidavit of Compliance with OSHA

Affidavit of Compliance with Prevailing Wage Law

"No Bid" Response Form

1. Introduction and General Conditions of Bidding

1.1. INVITATION – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

County – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing – The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier – All business/entities which may provide the subject goods and/or services.

Bid – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

1.4. Bidder Responsibility – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.5. Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.6. AWARD – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.7. CONTRACT PERIOD- The initial contract period for any Term and Supply contract awarded will be **November 1, 2015 through October 31, 2016**, and may be renewed by the County for up to an

additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period.

Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.

1.8. TERMINATION FOR CONVENIENCE – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

1.9. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.

1.10. CONTRACT EXECUTION – This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

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

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

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

1. Primary Specifications

ITEMS TO BE PROVIDED

1.0 GENERAL:

1.01 These specifications describe complex technical work to install, align and test antennas and feedlines associated with the microwave-linked land mobile two-way radio system operated by County.

1.02 The bid award will be based on proposed price and the demonstrated ability of the Vendor to undertake and accomplish the work in the specified manner.

1.03 The Contractor shall furnish all labor, tools, and technical and professional resources to complete the work as described.

1.04 The work will include installing antennas, installing feedlines and feedline connectors, alignment of microwave dish antennas to form working paths and a comprehensive written test report of all completed tasks and antenna performance.

1.05 County expects a close working relationship with Contractor. County's representative will be available to assist with site access, equipment staging, and network service interruption for equipment testing.

1.06 Where microwave path construction is involved, Contractor shall be responsible for complete end-to-end installation, testing, and link performance. If necessary, Contractor crews may be required simultaneously at both ends of microwave paths for testing and alignment.

1.07 County will provide all antennas, mounts, feedlines, hoisting grips, connectors, grounding kits, snap-in hangers, entry panel boots and cushions for installation.

2.00 SITES:

2.01 Work will occur at each of the sites listed below and identified by a three letter site code. All of the sites are in mid-Missouri.

2.02 **JCT** is a new 175' three-leg self-supporting lattice-type tower at the rear of the Boone County Sheriff's Department at 2121 County Drive, Columbia, MO 65201. The general location is on the west side of US 63 Highway on the north side of Columbia, MO.

2.03 **ROC** is an existing 260' guyed tower located in Howard County which is just west of Boone County, MO. The site is just north and west of Rocheport, MO. Access is either by I-70 through Rocheport or US 40 to Howard County road 440. Tower is owned by City of Columbia, MO. ASR 1006868. Site coordinates are: 38° 59' 36.924" -92° 35' 15.822"

2.04 **ZIN** is a sturdy 180' guyed tower at Mt. Zion Road and "B" highway, northeast of Columbia, MO. The site is presently the north county microwave relay point for the Boone County system. It is an ATC site. The tower has nominal 6" diameter legs on nominal 5' spacing. ASR 1007009 Site coordinates are: 39° 4' 25.089" -92° 15' 5.576"

2.05 **CEN** is a 470' tall guyed tower just west of Centralia which is in the northeast corner of Boone County, MO. Tower is owned by U.S. Cellular. ASR 1211535. Site coordinates are: 39° 13' 18.440" -92° 9' 21.673"

2.06 **MCC** is a sturdy 265' tall 4-leg angle member tower owned by MediaCom and located on the south side of Clark Lane, east of US 63 and just north of I-70 in Columbia, MO. ASR 1005447. Site coordinates are: 38° 57' 48.599" -92° 16' 28.478"

2.07 **GRS** is an older 275' Rohn "export" all-tube guyed tower located behind the Grissum Building immediately west of the City power plant on Business Loop 70 in downtown Columbia. It is owned by City of Columbia, MO. ASR 1005768. Site coordinates are: 38° 57' 59.893" -92° 19' 10.979"

3.00 WORK DESCRIPTION, JCT TOWER

3.01 JCT tower is a new structure equipped with three waveguide ladders, rugged microwave dish mounts and a top mounted 14' platform. Feedlines for antennas on the JCT tower will terminate inside an equipment shelter adjacent to the tower base served by two separate waveguide bridges. Feedlines will be routed as directed by County's representative.

3.02 Work will include installation of antennas and feedlines as listed below:

- A. Two waveguide bridges, using kits WB-K210-B to span between tower and shelter
- B. Platform corner pipe #1, Decibel DB-224, 7/8" feedline
- C. Platform corner pipe #2, Decibel DB-224, 7/8" feedline
- D. Platform corner pipe #3, Decibel DB-420, 7/8" feedline
- E. Platform center face, Decibel DB-809-KE, 7/8" feedline
- F. At 165' level, microwave dish PL6-57W-PXA/A, elliptical waveguide EW-52, top and bottom flanges, pressure window, pressurization tubing, compressor/dryer and all mounting hardware. On SW leg.
- G. At 150' level, second microwave dish P4-57W-PXA/A, elliptical waveguide EW-52, top and bottom flanges, pressure window, pressurization tubing, connection to compressor/dryer manifold and all mounting hardware. On N leg.
- H. At 150' level, third microwave dish P4-57W-PXA/A, elliptical waveguide EW-52, top and bottom flanges, pressure window, pressurization tubing, connection to compressor/dryer manifold and all mounting hardware. On SW leg.
- J. At 135' level, fourth microwave dish P4-57W-PXA/A, elliptical waveguide EW-52, top and bottom flanges, pressure window, pressurization tubing, connection to compressor/dryer manifold and all mounting hardware. On SE leg.
- K. At 120' level, Decibel DB-224, 7/8" feedline
- L. At 120' level, Decibel DB-420, 7/8" feedline
- M. At 120' level, Decibel DB-809-KE, 7/8" feedline

4.00 WORK DESCRIPTION, ROC TOWER

4.01 ROC presently serves the radio system as both a transmit and receive site. Work will occur while all site equipment remains in service.

4.02 Work will include the installation of an antenna mount, antenna, and feedline as listed below:

- A. Contractor shall fabricate a custom microwave mount to span one face of tower and provide a nominal 4" heavy wall steel pipe for dish attachment.

- B. At nominal 180' level, install microwave dish PL6-57W-PXA/A, elliptical waveguide EW-52, top and bottom flange connectors, pressure window, pressurization tubing, compressor/dryer, air manifold and all mounting hardware.
- B. The new dish at 160' on JCT and the new dish on ROC will comprise one complete microwave span which will require documented performance.

5.00 WORK DESCRIPTION, ZIN TOWER

5.01 ZIN presently serves as the north county microwave relay point and as a transmit and receive site. Work will occur while all site equipment remains in service.

- 5.02 Work will include the installation of antenna and feedline equipment as listed below:
- A. At nominal 150' level, microwave dish PL4-57W-PXA/A, elliptical waveguide EW-52, top and bottom flange connectors, pressure window, pressurization tubing, compressor/dryer, air manifold and all mounting hardware.
 - B. The new dish at 150' level on JCT and this ZIN dish in 5.02.A. will comprise one complete microwave span which will require documented performance.
 - C. At nominal 160' level, replace existing Radiowaves SP3-4.7 with new Radiowaves SP4-5.2.

6.00 WORK DESCRIPTION, CEN TOWER

6.01 CEN presently serves as a land mobile receive-only site and single microwave span.

- 6.02 Work will include replacing the microwave dish as described below:
- A. At Nominal 160' level replace existing Radiowaves SP3-4.7 with new Radiowaves SP-4-5.2 and microwave dish mount..
 - B. This dish and the newly installed 160' dish at ZIN will comprise one complete microwave span which will require documented performance.

7.00 WORK DESCRIPTION, MCC TOWER

7.01 MCC presently serves as a receive-only site as well as a backup transmit site and fiber optic hub. Work will occur while the site remains in operation.

- 7.02 Work will include replacing the microwave dish as described below:
- A. At nominal 135' level replace existing Radiowaves SP2-5.2 with new Radiowaves SP3-5.2. This dish and the newly installed 135' dish at JCT will comprise one complete microwave span which will require documented performance.

8.00 WORK DESCRIPTION, GRS TOWER

8.01 GRS serves as a simulcast transmit site, as a relay point for microwave linked sites, and as a fiber hub. Work will occur while all site equipment remains in service.

- 8.02 Work will include the installation of an antenna mount, antenna, and feedline as described below:
- A. Contractor shall fabricate custom microwave mount to span one face of tower and provide a nominal 4" heavy wall steel pipe for dish attachment.
 - B. At nominal 170' level, microwave dish PL4-57W-PXA/A, elliptical waveguide

EW-52, top and bottom flange connectors, pressure window, pressurization tubing, compressor/dryer, air manifold and all mounting hardware.

- B. The new dish at 150' on JCT and the new dish on GRS will comprise one complete microwave span which will require documented performance.

9.00 TECHNICAL REQUIREMENTS AND PRACTICES

9.01 Supplier shall install antennas and feedlines on tower in accordance with recommended manufacturer specifications and accepted contemporary engineering practices. In cases where County requires a more detailed process, that requirement shall apply.

9.02 FEEDLINES

9.02.A. Feedline Attachment and Routing:

9.02.A.1. All cable runs will be secured to the tower. At the top, attachment will be with hoisting grips affixed to Kellums hooks or with clevis fasteners attached to tower members or approved universal angle adapters secured to tower steel.

9.02.A.2. Attachment will be in a neat and workmanlike manner and will be completed with spacing no greater than maximum intervals recommended by Andrew in its current Heliac product bulletin. All lines will be run vertically with no bends, kinks or twists allowed.

Each feedline, where practicable, will extend to, *and connect directly to*, antenna harness cable.

9.02.A.3. At the tower top platform, route all feedlines up from the waveguide ladder(s) and out below, and roughly parallel with, bottom of platform. Installation to be performed to keep tower-top platform free from nuisance maze or web of feedlines for climbers' safety.

9.02.A.4. Supplier will neatly thread feedlines through entry port(s) on entry panel(s) on equipment building at the base of the tower. Use the provided multiple-cable bulkhead cushions to preserve extra bulkhead ports for future use. Feedlines to extend inside building and be terminated as directed by County's representative.

9.02.A.5. Provide gentle, long radius feedline drip loop at lowest turn of vertical runs.

9.02.A.6. Where not running on waveguide ladder or bridge, all microwave elliptical waveguide shall be securely supported with field prepared rigid standoff and support brackets and hardware comprised of stainless steel components.

9.02.B. Feedline Marking:

9.02.B.1. Each feedline will be marked with method approved by County's representative (colored tape, permanent tags or other indicators as approved) as follows:

- A. At the top of the tower within 24" of feedline connector
- B. At the base of the tower, outside at the ice bridge
- C. At the base of the tower, inside the equipment building near the feedline connector/waveguide flange.
- D. At intermediate points where feedline routing may be altered.

A chart matching the location of the lines and antennas with the color codes (or marker or tag codes) will be provided to the purchaser upon completion of the work.

9.02.C. Feedline Joints and Waterproofing:

9.02.C.1. All coaxial cable joints will be made as specified. The tightness and dryness of the mechanical joint connection will be made in accordance with the manufacturer's original specifications. NO silicone gel or any other filling compound will be allowed inside the connections.

9.02.C.2. Waterproofing will be accomplished by evenly building up the connection with successive layers of Scotch brand #23 tape wrapped spirally up and down the joint. The finished wrap with the #23 tape should yield a smooth, tapered assembly. The Scotch brand #23 tape seal will be covered with Scotch brand #88 vinyl tape wrapped in two layers starting from above the joint, fully covering the joint, wrapping below the joint and spiraling back up over the joint and the first layer of #88 tape. The finished joint will have the #88 tape spiral completed above the top of the joint, where the #88 tape wrap began. No exceptions to this procedure will be allowed.

9.02.D. Feedline Grounding:

9.02.D.1. Feedline grounding kits will be installed at the top and bottom of each of the captioned feedlines. Kits will be Andrew or equivalent for type and size of Heliax cable. Weather sealing of ground kit attachment will be in accordance with Andrew product bulletin.

9.02.D.2. At the top of the tower, kits will be installed near the first bend at the top of each feedline before it connects to the antenna.

9.02.D.3. At the base of the tower, kits will be installed on vertical section of feedlines above drip loop and entry port.

9.02.D.4. At shelter bulkhead, kits will be installed near entry port.

9.02.D.5. Connection of the ground straps to tower ground connections will be made at the direction of County's representative.

9.02.E. Feedline Testing

9.02.E.1. Following installation, feedline performance shall be verified using appropriate test equipment to yield a written or transferable electronic file depicting results of return loss and, in the case of service work, distance-to-fault and nature-of-failure measurements. A photograph is not acceptable.

9.03 ANTENNAS

9.03.A. Whip or exposed dipole antennas shall be securely clamped to suitable mounting pipes or angles specifically provided for this purpose. Direct attachment to tower members is not acceptable.

9.03.B. Unless otherwise stated, whip or exposed dipole antennas shall be oriented vertically. Final installation shall be checked with torpedo level to insure optimum vertical polarization and symmetrical radiation.

9.03.C. Microwave dish antennas shall be securely clamped to suitable mounting pipes or angles, specifically provided for this purpose. At certain sites, direct attachment to tower members is acceptable and may occur with approval of County's representative.

10.0 WORK SEQUENCE

10.1 Work will generally proceed in the following sequence:

JCT
ROC
GRS
MCC
ZIN
CEN

10.02 Vendor is welcome to offer alternate work plan.

11.0 QUALIFICATIONS

11.01 In addition to other required documentation, Vendor shall submit detailed list of qualifications for (1) Vendor's firm and (2) individual crew members who will be performing the on-site work.

11.02 Qualifications shall include documented experience with the specific hardware County will be using at the six listed sites that has been installed in support of radio systems similar to County's operation.

11.03 Vendor shall verify that technicians qualified in section 11.01 will actually be performing the described work.

12.0 SUBMITTALS

12.1 Vendor shall submit the following with RFB response:

12.1.a Qualifications as outlined in section 11.
12.1.b Technician List
12.1.c Pricing on Response Form
12.1.d Statement of Bidder's Qualifications
12.1.e Work Authorization Certification (with backup page attached)
12.1.f Debarment Certification
12.1.g Anti-Collusion Statement
12.1.h Signature and Identity of Bidder
12.1.i Bidder's Acknowledgment

13.0 TERM AND SUPPLY CONTRACT WORK

13.01 All Term and Supply contract work shall be performed under conditions of the General and the Technical Requirements and Practices sections of this specification.

13.02 Term and Supply contract work shall include Contractor mobilizing to County warehouse, pickup and transport of materials to site, performing work at site, and returning scrap/excess materials to County warehouse.

13.03 Individually Price Quoted Work Tasks include:

13.03.A. Diagnostic Work

13.03.A.1. Climb tower, inspect equipment, open the RF joint(s), load/terminate lines, conduct electronic analysis of RF components including jumper(s), foam Heliac feedline and land mobile antenna. Reconnect system components and waterproof joint(s).

13.03.A.2. Climb tower, inspect equipment, open RF flange(s), terminate as necessary, conduct electronic analysis and/or air pressure leakage testing of elliptical waveguide, microwave dish antenna.

13.03.B. Repair Work

13.03.B.1. Remove and install a new nominal 20' land mobile whip antenna at nominal 180' level on one of County's towers. Climb and rig tower. Remove existing antenna, assemble new antenna, hoist and mount in place, test feedline as in Section 9.02.E., connect and waterproof joints, sweep test finished work.

13.03.B.2. Remove and install a nominal 3' diameter microwave dish antenna at nominal 180' level on one of County's towers. Climb and rig tower. Remove existing antenna and brackets/hardware, assemble new antenna, hoist and mount in place, connect and waterproof joints, sweep test finished microwave path. Aim dish to conform path to former or improved design performance.

13.03.C. Remove and Replace Feedline Equipment

13.03.C.1. Remove and install a nominal 7/8" diameter coaxial cable run at nominal 180' level on one of County's towers. Climb and rig tower. Disconnect from antenna, remove existing line, collect all wire ties, tape, hangers, and debris. Install connectors on new feedline, hoist and mount into place, lace, connect and waterproof joints, sweep test finished work.

13.03.C.2. Remove and install EW-52 elliptical waveguide at nominal 180' level on one of County's towers. Climb and rig tower. Disconnect feedline from antenna and upper mounts/clamps, remove existing line, collect all debris, wire ties, hardware and tape. Install new flanges on elliptical feedline, hoist and mount into place, lace, connect and secure joints and line, sweep test finished work.

13.03.D. Install New/Additional Antenna and Feedline

13.03.D.1. Install a new nominal 20' length whip antenna/feedline system at nominal 180' level on one of County's towers. Climb and rig tower. Assemble feedline, connectors, antenna, antenna mount, (any) jumpers and install equipment on tower. Install grounding kits and waterproof according to these specs. Sweep test completed work.

13.03.D.2. Install a new nominal 3' diameter microwave dish antenna/5/8" coaxial cable feedline system at nominal 180' level on one of County's towers. Climb and rig tower. Assemble 5/8" feedline, connectors, microwave dish antenna, antenna mount, (any) jumpers and install equipment on tower. Install grounding kits and waterproof according to specs. Sweep test completed work. Aim dish to conform path to designed performance.

13.03.E. Remove Antenna/Feedline

13.03.E.1. Remove a nominal 20' length whip antenna/feedline system from nominal 180' level on one of County's towers. Climb and rig tower, disconnect and lower antenna, mount, brackets, clips and feedline for salvage.

13.03.E.2. Remove nominal 4' diameter microwave dish antenna and 5/8" coaxial cable feedline from nominal 180' level on one of County's towers. Climb and rig tower, disconnect and lower dish, mount, brackets, clips and feedline for salvage.

13.03.F. Tower Technician General Work Hourly Rates

13.03.F.1. Vendor is requested to furnish proposed hourly rates for work under Term and Supply for tasks not described in other Section 13. work.

14. ADDITIONAL TERMS AND CONDITIONS

14.01. Debarment and Suspension: By submission of its Bid Response, Vendor agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically, the Vendor certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and 4.) have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

14.02. Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

14.03 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.

- A. 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.

- B. 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.
- C.** 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.

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

14.05 Warranty & Guarantee - Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the 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 Owner, 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 County Department Designee, 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.

14.06 Prevailing Wage: Contractor agrees that 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 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. 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 and all Subcontractors shall be required to submit to the designated representative of the County using department, certified copies of labor payrolls and statements of compliance (Form WH-347) for each week that work is in progress. 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.

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

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 Employee I.D. number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check payroll for correct hourly wage and, if applicable, 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.

Throughout the life of the 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 NOTICE with the heading in letters at least one inch high.

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. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to Contractor a project which is determined to be applicable to prevailing wage law

14.07 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.

14.08 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.

14.09 SUBCONTRACTORS, SUPPLIERS AND OTHERS- Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner as indicated below), whether initially or as a substitute, against whom Owner 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 Subcontractors, 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 if Contractor has submitted a list thereof in accordance with the project Specifications, Owner'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 of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

14.10 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.

14.11 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.

14.12 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.

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

14.13 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.

14.14 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.

14.15 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.

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

arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

14.17 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.

14.18. Performance Bond and Labor and Material Payment Bond: Should bid response be \$50,000 or greater, 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.

14.19 PAYMENT: Contractor must submit an invoice and charges must only include prices listed in the vendor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

14.20 INVOICES: Invoices should be submitted to Boone County Joint Communications, Attn: Pat Schreiner for payment 30 days after receipt of a correct and valid invoice. The billing address is Boone County Joint Communications, 17 N 7th Street, Suite A, Columbia, MO 65201.

14.21 Bid Clarification: Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org.

2. Response Presentation and Review

- 2.7. **RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder’s Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain “N/A”. Manufacturer’s published specifications for the items requested shall be included with the response.
- 2.8. **SUBMITTAL OF RESPONSES** – Responses **MUST** be received by the date and time notes on the title page under “Bid Submission Information and Deadline”. **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 2.9. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County’s web page at www.showmeboone.com.
- 2.10. **BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 2.11. **Removal from Vendor Database** – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 2.12. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 2.13. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 2.14. **EVALUATION PROCESS** – The County’s sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.15. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 2.16. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 2.17. **Endurance of Pricing** – Bidder’s pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

Company Name: _____
 Address: _____
 City/Zip: _____
 Phone Number: _____
 E-Mail: _____
 Fax Number: _____

Federal Tax I.D. _____
 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

4.00 PRICING – Note: Diagnostic work is not prevailing wage; repair work is prevailing wage.

General Work for initial purchase – lump sum contract price		
4.1.	Work at JCT Tower	\$
4.2.	Work at ROC Tower	\$
4.3.	Work at ZIN Tower	\$
4.4.	Work at CEN Tower	\$
4.5.	Work at MCC Tower	\$
4.6.	Work at GRS Tower	\$
4.7.	TOTAL (4.1. thru 4.6.)	\$
Term and Supply Contract		
4.8.	Diagnostic Work, Whip Antenna/Feedline	\$
4.9.	Diagnostic Work, Microwave Dish	\$
4.10.	Repair Work, Swap Whip Antenna	\$
4.11.	Repair Work, Swap Microwave Dish	\$
4.12.	Remove/Replace 7/8" Feedline	\$
4.13.	Remove/Replace EW-52 Elliptical Waveguide	\$
4.14.	Install new whip antenna and feedline	\$
4.15.	Install new microwave dish and feedline	\$
4.16.	Remove whip antenna and feedline	\$
4.17.	Remove microwave dish and feedline	\$
4.18.	Tower Technician Hourly Rates	\$

4.19. Work will begin on project _____ days after receipt of Notice to Proceed.

4.20. Work will be completed _____ days after receipt of Notice to Proceed.

4.21. **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

Subcontractor Name/Address

Work Assigned

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

Authorized Representative (Sign By Hand):

Date: _____

Print Name and Title of Authorized Representative:

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. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
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? _____ If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. _____
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***



Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

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.

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.**

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:

(Please complete and return with Bid)

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

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:

_____	_____
_____	_____
_____	_____
_____	_____

Address of principal place of business in doing business under the name of:

(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)

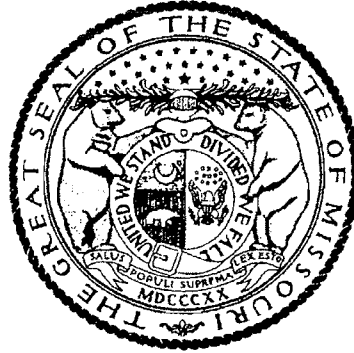
Notary Public

My Commission expires _____, 20 _____.

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	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction\Lineman)			\$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	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$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	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO. 86: 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.

**REPLACEMENT PAGE
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 ($\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) (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.

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

NO. 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
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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

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

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

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

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
(To be returned at end of project)

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

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, 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:

**BID NUMBER 69-22OCT15
ANTENNA AND FEEDLINE INSTALLATION
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 _____, on this _____ day of _____, 20__.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____

Phone Number: _____

Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, 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 below 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

**BID NUMBER 69-22OCT15
ANTENNA AND FEEDLINE INSTALLATION
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 _____ on this _____ day of _____ 20____.

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 69-22OCT15 – Antenna and Feedline Installation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2015

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

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

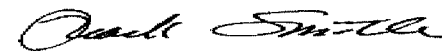
PRODUCER Twin Lakes Insurance Agency 608 SW 3rd Street Lee's Summit MO 64063	CONTACT NAME: Kim Zoeller, CIC, CISR
	PHONE (A/C, No, Ext): (816) 525-2125 FAX (A/C, No): (816) 525-4049 E-MAIL ADDRESS: kzoeller@twinlakesins.com
INSURED Spectrum Antenna Services Inc. 220 Lakota Lane Lees Summit MO 64086	INSURER(S) AFFORDING COVERAGE
	INSURER A: AmWins
	INSURER B: EMC Insurance Companies
	INSURER C: TRA - Travelers Indemnity Co. of
	INSURER D: GRE - Lloyds of London
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1511402821 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPS2102919	11/8/2015	11/8/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4X4416316	2/3/2015	2/3/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XLS0095032	11/8/2015	11/8/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6JUB5B80827515	2/8/2015	2/8/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Environmental Impairment & Professional Liability			ANE142913314	3/5/2014	3/5/2015	Per Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder and all parties required under a written contract are named as additional insureds with respects to General Liability. A Waiver of Subrogation is provided where allowed by law & required by a written contract. General Liability includes 30 day notice of cancellation

CERTIFICATE HOLDER Boone County Director of Purchasing Attn: Melinda Bobbitt 613 E Ash Street, Room 110 Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Smith/SA 

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

17th

day of

November 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 63-15OCT15 – Radio Tower Foundation and Site Construction for the Emergency Communication Center to Mercury Communications, Inc. of Fenton, MO.

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

Done this 17th day of November, 2015.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

541-2015

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: November 12, 2015
RE: Bid Award Recommendation: *63-15OCT15 – Radio Tower Foundation and Site Construction for the Emergency Communication Center*

Request for Bid *63-15OCT15 – Radio Tower Foundation and Site Construction for the Emergency Communication Center* closed on October 22, 2015. Six bids were received. Dave Dunford, our Radio Consultant, recommends award to Mercury Communications, Inc. of Fenton, Missouri for offering the lowest and best bid.

Contract award is \$84,725 and will be paid from department 4101 – ECC Radio & Technology, Account 71201 – Construction Costs. \$67,000 was estimated by our radio consultant.

ATT: Bid Tab

cc: Bid File
Karen Miller, Commission
Dave Dunford, Radio Consultant
Chad Martin, Patricia Schreiner, Joint Communications

BID TABULATION: 63-15OCT15 - RADIO TOWER FOUNDATION AND SITE CONSTRUCTION FOR THE EMERGENCY COMMUNICATION CENTER

Item #	Description	Radio Consultant's Estimate	Mercury Communications & Construction Inc.	Premier Site Services, LLC	Premier Site Services, LLC	McGilton Construction Company Inc.	Little Dixie Construction	Western Towers
4.01.	Radio Tower Foundation and Site Construction per the Requirements Stated in the RFB.	\$67,000.00	\$44,725.00	\$119,075.00	\$77,411.00	\$90,668.00	\$112,787.00	\$115,728.00
4.02.	How many days after Notice to Proceed will work begin?		5	5	5	15	1	20-45
4.03.	How many days after Notice to Proceed will work be completed?		20	22	20	20	21	30-60
4.04.	List Subcontractors Name, Address, and Work Assigned.		Deep Foundations - Drilled Caisson Tetrecan - Material Testing	Hayer Drilling - Drilling Holes for Foundation Piers	Hayer Drilling - Drilling Holes for Foundation Piers	Hayer Drilling - Drilling Holes for Foundation Piers	Emery Sapp & Sons - Stewick	Greene Tower Service - Tower Construction

541-2015

541-2015

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 **Mercury Communications, 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 63-15OCT15
RADIO TOWER FOUNDATION AND SITE CONSTRUCTION
FOR THE EMERGENCY COMMUNICATION CENTER
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document. The contract award shall be for providing all required materials, supplies, equipment, tools and plant; to provide and perform all necessary labor and supervision; and to install, erect, equip, and complete Radio Tower Foundation and Site Construction for Eighty Four Thousand Seven Hundred Twenty Five Dollars (\$84,725.00).

Contractor agrees to begin the work within 5 days after receipt of Notice to Proceed and complete the above work within 30 days after receipt of Purchase Order and Notice to Proceed from the Purchasing Department.

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.

Introduction and General Conditions of Bidding

Primary Specifications

Response Presentation and Review

Response Form

Statement of Bidder's Qualifications

Standard Terms and Conditions

Work Authorization Certification

Debarment Certification

Anti-Collusion Statement

Signature and Identify of Bidder

Bidder's Acknowledgment

Annual Wage Order #22

Insurance Requirements

Site Drawings

Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Labor and Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.

Affidavit of Compliance with OSHA

Affidavit of Compliance with Prevailing Wage Law Form

Mercury Communications., Inc. Bid Response dated 10/21/15

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

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

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

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

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

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

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

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

that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

4. Response Form

Company Name: Mercury Communications Inc
 Address: 1710 Lockin W. Williams Rd
 City/Zip: Fenton MO 63141
 Phone Number: 636-717-2700
 E-Mail: jsteier@mercurycom.net
 Fax Number: 636-717-2705

Federal Tax I.D. 43-1914020
 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

4.00 PRICING

4.01. Radio Tower Foundation and Site Construction per the requirements stated herein.
EIGHTY-FOUR THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS and 00 CENTS
 (Quoted cost in print)
 \$ 84,725.00 /LUMP SUM

4.02. Work will begin on project 5 days after receipt of Notice to Proceed.

4.03 Work will be completed 30 days after receipt of Notice to Proceed.

4.04. **Subcontracting:** If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>
<u>DEEP FOUNDATIONS LLC</u>	<u>DRILLED CAISSON</u>
<u>TERRACON</u>	<u>MATERIAL TESTING</u>

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

Authorized Representative (Sign By Hand): [Signature] Date: 10-21-15

Print Name and Title of Authorized Representative:
JEFF FISCHER VP

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: Mercury Communications Inc
2. Business Address: 1710 Lockin Williams Rd Fenton MO 63141
3. When Organized: 2000
4. When Incorporated: 2003 5. List federal tax identification number: 43-1914020
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: 15yrs
7. If you have done business under a different name, please give name and business location under that name: NO
8. Percent of work done by own staff: 75%
9. Have you ever failed to complete any work awarded to your company? If so, where and why? NO
10. Have you ever defaulted on a contract? No If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. see attached
12. List of projects currently in progress: see attached

* Attach additional sheets as necessary *

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

County of St. Louis)

State of Missouri)^{ss}
)

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

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

[Signature] 10-21-15
Affiant Date
Jeff Fischer
Printed Name

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

KYLE MILLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: Feb. 24, 2018

[Signature]
Notary Public

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

(Please complete and return with Bid)

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.

Jeff Fischer VP Miscooly Communications Inc
Name and Title of Authorized Representative


Signature

10-21-15
Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is VP Mercury Communications
(Title of Person Signing)

of Jeff Fischer
(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 Jeff Fischer 10-21-15
By _____

Sworn to before me this 21 day of October, 20 15

KYLE MILLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: Feb. 24, 2018
14526122

[Signature]
Notary Public

My Commission Expires 02 / 24 / 2018

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

10-21-15
Date

Jeff Fischer VP
Printed Name

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 Missouri

Dated Oct 21, 2015

Name of individual, all partners, or joint venturers:

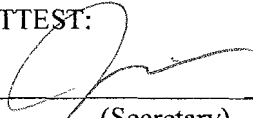
Address of each:

Address of principal place of business in doing business under the name of:

1710256th Williams Fenton MO 63026 Mercury Communications Inc
(If using a fictitious name, show this name above in addition to legal names.)

Mercury Communications Inc
(If a corporation – show its name above)

ATTEST:



(Secretary)

VP

(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.

MISSOURI
DRIVER LICENSE

Class
F

License Number S171131032

FISCHER
JEFFREY CHARLES
425 HAMMERSMITH RD
ST LOUIS, MO 63141

ADD BY STATE

Birthdate [REDACTED] Expiration Date 05-20-2018

Male 5'11 185 lbs Blue Eyes

Restrictions AY Endorsements



[Handwritten signature]

1662434121

DMV

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri County of St Louis

On this 2 day of October, 20 15

before me appeared Jeff Fischer 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

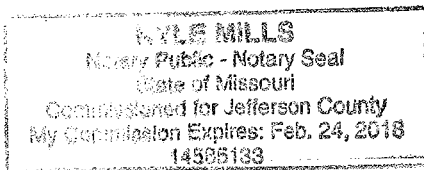
(if a corporation) that he is the

VP [Signature]
President of other agent

of Mercury Communications 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 Bank of America the day and year first above written. (SEAL).

[Signature] Notary Public



My Commission expires February 24, 20 18



BOONE COUNTY, MISSOURI
**Request for Bid #: 63-15OCT15 – Radio Tower Foundation and Site Construction for
the Emergency Communication Center**

ADDENDUM #1 - Issued October 7, 2015

This addendum is issued in accordance with the RFP Response Page in the Request for Bid 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 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) In Section 1.01, add: "Fencing and landscaping by others."
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- 7) In Section 4.01, add: "No submittals required under this section."

By: _____

Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid # 63-15OCT15 – *Radio Tower Foundation and Site Construction for the Emergency Communication Center* receipt of which is hereby acknowledged:

Company Name: _____

Mercury Communications Inc

Address: _____

1710 Larkin Williams Rd

Phone Number: _____

314-581-0760

Fax Number: _____

636-717-2705

E-mail: _____

jsteis@mercurycom.net

Authorized Representative Signature: _____

Jeff Fischer

Date: _____

10-21-15

Authorized Representative Printed Name: _____

Jeff Fischer VP



BOONE COUNTY, MISSOURI
**Request for Bid #: 63-15OCT15 – Radio Tower Foundation and Site Construction for
the Emergency Communication Center**

ADDENDUM #2 - Issued October 9, 2015

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1) New bid Due Date and Bid Opening Date:

Bid Submission Address and Deadline

Day/Date: Thursday, October 22, 2015

Time: 1:00 p.m. (Bids received after this time will be returned unopened)

Location/Mail Address: Boone County Purchasing Department

Boone County Annex Building

613 E. Ash, Room 110

Columbia, Mo 65201

Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Thursday, October 22, 2015

Time: 1:30 p.m., Central Time

Location/Address: Boone County Government Center

Commission Chambers

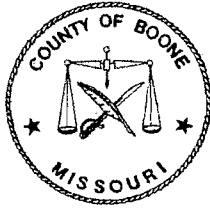
801 E. Walnut Street

Columbia, MO 65201

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

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

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



BOONE COUNTY, MISSOURI
Request for Bid #: 63-15OCT15 – Radio Tower Foundation and Site Construction for
the Emergency Communication Center

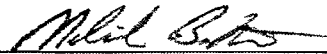
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- 2) Add to Section 1.08: "Construction entrance to the site shall be from the north. No construction equipment traffic is permitted on entry drive or south drive around Boone County Sheriff's Department."

By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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Company Name:

Mercury Communications Inc

Address:

1710 Larkin Williams Rd

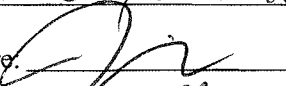
Phone Number: 636-717-2700

Fax Number: 636-717-2705

E-mail:

jsteis@mercurycom.net

Authorized Representative Signature:



Date: 10-21-15

Authorized Representative Printed Name:

Jeff Fisher VP

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mercury Communications and Construction, Inc.

1710 Larkin Williams Road

Fenton, MO 63026

OWNER:

(Name, legal status and address)

Boone County Missouri Purchasing Department

613 E. Ash Street, Room 110

Columbia, MO 65201

BOND AMOUNT: 5% of Total Amount Bid Not to exceed: Twelve Thousand and 00/100 Dollars (\$12,000.00)

SURETY:

(Name, legal status and principal place of business)

American Contractors Indemnity Company

601 S. Figueroa Street, Suite 1600

Los Angeles, CA 90017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Radio Tower Foundation and Site Construction for the Emergency Communication Center; Project# 63-15OCT15; Columbia, MO

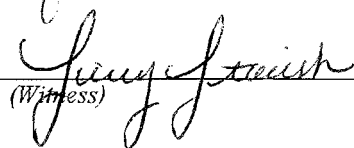
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of October, 2015


(Witness)

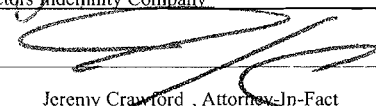

(Witness)

Mercury Communications and Construction, Inc.

(Principal)  *(Seal)*

(Title) Julie A. Steis, President

American Contractors Indemnity Company

(Surety)  *(Seal)*

(Title) Jeremy Crawford, Attorney-In-Fact

Init.

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima
or William Gerber of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

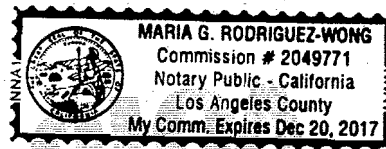
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19th day of October, 2015.

Corporate Seals



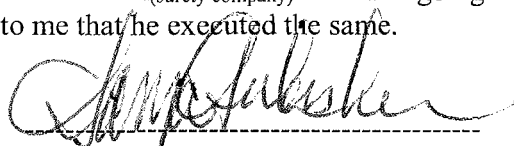
Bond No. 1001055228-2
Agency No. 8219

[Signature]
Michael Chalekson, Assistant Secretary

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 19th day of October, 2015 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company) the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





Mercury Project History – Communication Tower Construction

Company/Client	Contact	Telephone	Type of Work	Value	Date(s)
Big River Telephone	Tim Tettambel	314-225-2206	New Tower construction Missouri Broadband Federal project	\$2.0 million	2012-current
Verizon Wireless Midwest Region	Timothy Mauldin Timothy.Mauldin@VerizonWireless.com	314-791-3202	Wireless Communication Infrastructure, Co-Locate Current Projects Raw Land Tower construction	\$12 million	2002 -current
T-Mobile Midwest Region	Paul Woodruff	913-636-2240	Wireless System upgrade, providing labor and material to install antennas, cable and microwave dishes Current Projects Emergency Maintenance Co-locate Construction	\$3.2 Million	2010-current
Harrison County OHIO Radio Tower Project	Justin Lowe Jobes-Henderson	740-344-5451	Wireless Communication Infrastructure, Co-Locate CURRENT PROJECTS Decommission project 120 sites 25 generator site removal 4 New Tower construction projects	\$450,000.00	2015
AT&T Midwest Region	Kevin Hunt	314-570-5604	Wireless infrastructure and upgrades CURRENT PROJECTS Mizzou – Football stadium DAS project	\$2.0 Million	2001-current
American Tower	Lance Huggins		Wireless infrastructure and upgrades Current Projects Site upgrades	\$10 million	2001-current

Mercury Communications and Construction Inc.
Technical Management

Ryan Smith

Title: **Vice President of Operations – Small Cell/DAS and Construction**
Years of Experience: 9 years (with company since 2005)
Responsibilities of project: Ryan Smith will oversee all aspects of the Ft. Riley Small Cell Project from the design phase through construction and installation. Through his past large project experience he will manage the project with expertise.

Relevant work Experience: **Harrison County Ohio** – Radio Communication Tower Design and Build 2015

University of Missouri – Faurot Football Field
Phase I and II of the DAS system Head End room Construction, Antenna System Installation, and Integration.

FAA – Oklahoma City DAS
Design and Install New DAS System

Scott Air Force Base – FAA system upgrade

American Tower Corporation – Multiple raw land sites in Missouri, Illinois, Kansas, Minnesota, North Dakota, and Oklahoma

Verizon Wireless – Tower construction, DAS installation, system upgrades, maintenance and emergency services. Build out Midwest Region

ATT Wireless - Tower construction, DAS installation, system upgrades, maintenance and emergency services. Build out Midwest Region

GOGO Wireless – Build-out nationwide

Michael Fischer

Title: **Senior Project Manager – Small Cell/DAS and Tower construction**
Years of Experience: 25 years (with company since 2004)
Responsibilities: Michael Fischer will provide expertise in the design and installation for the Fort Riley Small Cell DAS project. Michael will manage the coordination of zoning, permitting, and design solutions for the project.

Experience: **Federal Reserve – St. Louis, Missouri** – DAS Design and installation Project manager

Verizon Wireless – Tower construction, DAS installation, LTE and AWS system upgrades, maintenance and emergency services. Build out Midwest Region

US Cellular – LTE upgrade Project – 130 sites

Clearwire System Launch – St. Louis, Missouri – Managed installation of 200 sites

Title: **Brad Koehler**
Project Manager and Safety Coordinator

Experience: **T-Mobile** – Wireless System Upgrades
US Cellular – Tower Decommission Project and upgrade to systems
Verizon Wireless – New Tower Construction and Wireless Upgrades

Title: **Johnie Timmons**
Project Manager Civil Construction

T-Mobile – New Tower Construction
American Tower – New Tower Construction
US Cellular – Tower Decommission Project
Verizon Wireless – New Tower Construction and Wireless Upgrades

Title: **Shawn McClard**
Tower Lead

Title: **Greg Patterson**
Tower Lead

Title: **Bryson Brown**
Tower Lead



BOONE COUNTY, MISSOURI
**Request for Bid #: 63-15OCT15 – Radio Tower Foundation and Site Construction for
the Emergency Communication Center**

ADDENDUM #3 - Issued October 16, 2015


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By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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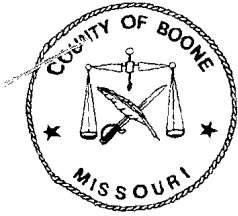
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
**Request for Bid #: 63-15OCT15 – Radio Tower Foundation and Site Construction for
the Emergency Communication Center**

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Bid Submission Address and Deadline

Day/Date: Thursday, October 22, 2015

Time: 1:00 p.m. (Bids received after this time will be returned unopened)

Location/Mail Address: Boone County Purchasing Department

Boone County Annex Building

613 E. Ash, Room 110

Columbia, Mo 65201

Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Thursday, October 22, 2015

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Location/Address: Boone County Government Center

Commission Chambers

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Columbia, MO 65201

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BOONE COUNTY, MISSOURI
**Request for Bid #: 63-15OCT15 – Radio Tower Foundation and Site Construction for
the Emergency Communication Center**

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By:


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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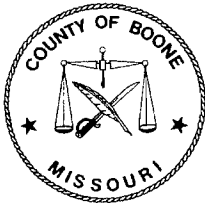
Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
(573) 886-4393 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **63-15OCT15**
Commodity Title: **Radio Tower Foundation and Site Construction for the
Emergency Communication Center**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: Thursday, October 15, 2015
Time: 1:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 110
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Thursday, October 15, 2015
Time: 1:30 p.m., Central Time
Location/Address: Boone County Government Center
Commission Chambers
801 E. Walnut Street
Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Primary Specifications
3.0: Response Presentation and Review
4.0: Response Form
Attachments: Statement of Bidder's Qualifications
Standard Terms and Conditions
Instructions for House Bill 1549
Work Authorization Certification
Individual Bidder Affidavits
Debarment Form
Anti-Collusion Statement

Bid Contents, continued

Signature & Identify of Bidder
Bidder's Acknowledgement
Annual Wage Order #22
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage Law
"No Bid" Response Form

1. Introduction and General Conditions of Bidding

1.1. INVITATION – The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. DEFINITIONS

County – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing – The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor – The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier – All business/entities which may provide the subject goods and/or services.

Bid – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

1.4. Bidder Responsibility – The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.5. Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.6. AWARD – Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.7. CONTRACT EXECUTION – This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

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

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

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

2. Primary Specifications

ITEMS TO BE PROVIDED

1.0 GENERAL:

- 1.01 These specifications describe work to be performed associated with the construction of a new radio tower at the rear of 2145 County Drive, Columbia, MO. The work will consist of preparing a short service road, performing site grading, installing a tower foundation, a shelter foundation, an equipment pad for generator and LP tank, and finish grading with the placement of gravel over a vegetation barrier.
- 1.02 Two versions of the tower foundation design are provided by tower fabricator. One version involves three individual (drilled) piers, one under each tower leg. The second version involves extensive soil excavation and stabilization, forming a reinforced concrete pad with three short leg piers. Vendor may offer cost proposals using either or both tower foundation plans. Owner considers either foundation plan acceptable.
- 1.03 Contractor shall provide all materials, services, machinery, and labor to perform the described work.
- 1.04 All work will adhere to any pertinent standard construction requirements published by County of Boone.
- 1.05 Owner will be responsible for obtaining local zoning clearances and construction authority.
- 1.06 Contractor will be responsible for obtaining all permits required for his specific work tasks.
- 1.07 Following work each day, Contractor to leave the site clear of construction debris, excess material, unused supplies and equipment, including paper, plastic, metal cans, shipping crates, shipping boxes or any rubbish or debris resulting from the work.
- 1.08 Contractor will have free access to the tower site. Owner will provide list of project contact people for Contractor's use.
- 1.09 Owner will furnish to Contractor a copy of Geotechnical Engineering Soils Report, the engineered foundation plan for the radio tower, tower anchor bolts and an anchor bolt template.
- 1.10 A special inspector chosen by Contractor from an approved list established by Boone County Resource Management shall be responsible for work as specified below:
Inspecting reinforcing steel, steel cage fabrication, steel placement, and steel embedment within concrete.
Inspecting concrete delivery, handling, and placement.
Collecting concrete samples and conducting strength testing as follows:
 One cylinder for 7-day test
 Three cylinders for 28-day test
 One cylinder for reserve
Cylinders shall be taken from first mixer load and every third mixer thereafter

Foundation excavation dimensions, soil replacement process, soil density and compaction.
Concrete characteristics including slump and air entrainment

- 1.11 Concrete mix to include crushed rock meeting MoDOT aggregate specifications.
- 1.12 Any excavation spoils may be distributed at the construction site as directed by onsite project foreman for Little Dixie Construction. Alternately, clay and topsoil may be spread near the tower compound at the direction of County's representative. Any drilled rock 'plugs' or mixed material with stone of 3" diameter or larger must be removed from site.

2.00 DESIGN:

- 2.01 For tower foundation:
 - 2.01.a Contractor shall perform proposed work in strict accordance with specific recommendations furnished in the attached geotechnical report prepared by Crockett Engineering.
- 2.02 For shelter foundation and generator/LP tank pads:
 - 2.02.a Refer to drawing ME1 for general site orientation and construction details of shelter and generator/LP tank pad.
 - 2.02.b Equipment shelter is a rigid, pre-cast concrete unit. Shelter foundation shall be level and flat within plus-or-minus one-fourth inch and exterior dimensions shall be exactly 10'-0" x 20'-0".
 - 2.02.c Equipment shelter is furnished with four steel tie-down plates as shown on drawing ME1. Contractor shall install tie-down plates after shelter is placed on foundation and concrete is suitably cured. Installation shall incorporate anchor system and components as specified by shelter manufacturer and approved by County.
 - 2.02.d Contractor shall work cooperatively with County's representative in preparation of site for installation of grounding system. Work will include perimeter ditching and backfill around shelter, compound fence posts, over to generator/LP pad, and around tower piers. Work by others to Cadweld ground wires to reinforcing steel in shelter foundation and generator pad must occur prior to placing concrete.

3.00 CONSTRUCTION

- 3.01 Construction requirements, General:
 - 3.01.a Vertical foundation and piers shall be made in one continuous pour.
 - 3.01.b All forms and reinforcing shall be approved by regulatory inspector.
 - 3.01.c All debris, mud, water, etc. shall be removed from within forms prior to depositing concrete.
 - 3.01.d Maximum free drop of concrete during placement shall be 12 feet.
 - 3.01.e Concrete shall be discharged from mixer and placed in a manner which requires minimum handling. Moving from point of deposit to final position shall be by shoveling.
 - 3.01.f Freshly deposited concrete shall be vibrated or handled so that forms will be completely filled (no honey-combing) and concrete surface will have a neat and workmanlike appearance.
 - 3.01.g Concrete shall be maintained in a moist condition for seven days after placement and protected from injury by rain, elevated temperature, or flowing

water.

3.01.h Copies of all delivery receipts for concrete material shall be forwarded to Owner.

3.01.i Excavation shall be backfilled as soon as practicable but only AFTER inspection of foundation by Owner. Backfill shall be free from extraneous material. It shall be placed in layers not more than ten inches except that finish material shall not exceed layers of six inches. Backfill shall be compacted to density comparable to adjacent, undisturbed earth.

3.01.j Reinforcing steel shall be new and free from loose rust or scale, grease, dirt or other coatings which will destroy or reduce bond. A tight film of rust or mill scale will not be considered objectionable.

3.02 Construction requirements, tower foundation:

3.02.a Contractor shall unload and stow tower anchor bolts and anchor bolt template following arrival of shipment by carrier for Sabre Industries, such shipment coordinated by County's representative.

3.02.b Anchor bolts shall be accurately positioned with template.

ANCHOR BOLTS MUST BE VERTICAL AND THE EXPOSED ENDS FOR ALL THREE LEGS SHALL LIE IN A LEVEL PLANE.

IMPROPERLY SET ANCHOR BOLTS SHALL BE CAUSE FOR REJECTION OF THE ENTIRE FOUNDATION AND ANY CLAIM BY CONTRACTOR FOR COMPENSATION OR EXTRA WORK.

3.02.b Any exposed threads of bolts or rods shall be kept covered and free of concrete.

3.02.c Any damage to the galvanizing will be touched up with Z.R.C. Cold Galvanizing Compound or approved equivalent.

3.03 Construction requirements, shelter foundation and generator/LP tank pads:

3.03.a Top of foundations shall be level. Top surface shall be smooth finished with edges finished with ¼" chamfer.

3.03.b Top of shelter foundation and generator/LP tank pads shall be at least eight inches above finish grade ground level.

4.00 SUBMITTALS

4.01 The following items shall be submitted with the bid:

5.00 ATTACHMENTS

5.01 All attachments shall be considered a part of this specification.

5.02 The following drawings and documents are included for use by Vendor:

ME1 and ME2 Site plan and construction details

Tower foundation design, Sabre Industries

Geotechnical Report, Crockett Engineering

6.00 Debarment and Suspension: By submission of its Bid Response, Vendor agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically, the Vendor certifies that neither he/she nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department

or agency, 2) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses stated above and 4.) have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

7.00 Certification of Non-Resident/Foreign Contractors: If the Contractor is a foreign corporation or nonresident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

8.00 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.

- A. 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.
- B. 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.

- C. 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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. 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.

9.00 Sales/Use Tax Exemption: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases

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

10.00 Warranty & Guarantee - Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the 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 Owner, 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 County Department Designee, 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.

11.00 Prevailing Wage: Contractor agrees that 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 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. 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 and all Subcontractors shall be required to submit to the designated representative of the County using department, certified copies of labor payrolls and statements of compliance (Form WH-347) for each week that work is in progress. 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.

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

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 Employee I.D. number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check payroll for correct hourly wage and, if applicable, 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.

Throughout the life of the 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 NOTICE with the heading in letters at least one inch high.

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. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to Contractor a project which is determined to be applicable to prevailing wage law

12.00 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.

13.00 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.

14.00 SUBCONTRACTORS, SUPPLIERS AND OTHERS- Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner as indicated below), whether initially or as a substitute, against whom Owner 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 Subcontractors, 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 if Contractor has submitted a list thereof in accordance with the project Specifications, Owner'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 of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

15.00 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.

16.00 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.

17.00 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.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of

equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

18.00 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.

19.00 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.

20.00 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.

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

22.00 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.

23.00 PAYMENT: This will be a lump sum payment contract upon acceptance by Boone County. Contractor must submit an invoice and charges must only include prices listed in the vendor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

24.00 INVOICES: Invoices should be submitted to Boone County Joint Communications, Attn: Pat Schreiner for payment 30 days after receipt of a correct and valid invoice. The billing address is Boone County Joint Communications, 17 N 7th Street, Suite A, Columbia, MO 65201.

25.00 Bid Clarification: Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder’s Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain “N/A”. Manufacturer’s published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** – Responses MUST be received by the date and time notes on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.3. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County’s web page at www.showmeboone.com.
- 3.4. **BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 3.5. **Removal from Vendor Database** – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.6. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.7. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 3.8. **EVALUATION PROCESS** – The County’s sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.9. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.10. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.11. **Endurance of Pricing** – Bidder’s pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

Company Name: _____
Address: _____
City/Zip: _____
Phone Number: _____
E-Mail: _____
Fax Number: _____

Federal Tax I.D. _____
() Corporation
() Partnership - Name _____
() Individual/Proprietorship - Individual Name _____
() Other (Specify) _____

4.00 PRICING

4.01. Radio Tower Foundation and Site Construction per the requirements stated herein.
_____ DOLLARS and _____ CENTS
(Quoted cost in print)
\$/LUMP SUM

4.02. Work will begin on project _____ days after receipt of Notice to Proceed.

4.03 Work will be completed _____ days after receipt of Notice to Proceed.

4.04. Subcontracting: If Vendor proposes to use subcontractors for this work, list the names of the firms and the work to be assigned in spaces below.

Table with 2 columns: Subcontractor Name/Address, Work Assigned. Includes two rows of blank lines for entry.

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

Authorized Representative (Sign By Hand): _____ Date: _____

Print Name and Title of Authorized Representative: _____

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. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
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? _____ If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. _____
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***



Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, CPPO, CPPB, Director or Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

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.

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&vgnextchannel=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.**

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:

(Please complete and return with Bid)

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

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:

_____	_____
_____	_____
_____	_____
_____	_____

Address of principal place of business in doing business under the name of:

(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)

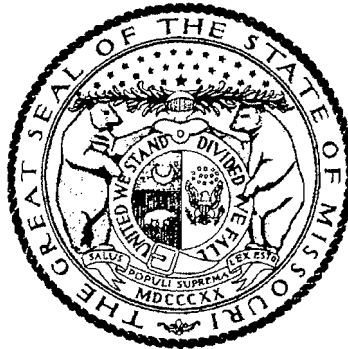
Notary Public

My Commission expires _____, 20 _____.

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	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)			\$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	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason			\$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	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REPLACEMENT PAGE
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.

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

NO. 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
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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

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

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

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

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

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

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

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.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
(To be returned at end of project)

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



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

**Bid: 63-15OCT1515 – RADIO TOWER FOUNDATION AND SITE
CONSTRUCTION FOR THE EMERGENCY COMMUNICATION CENTER**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

GENERAL NOTES:

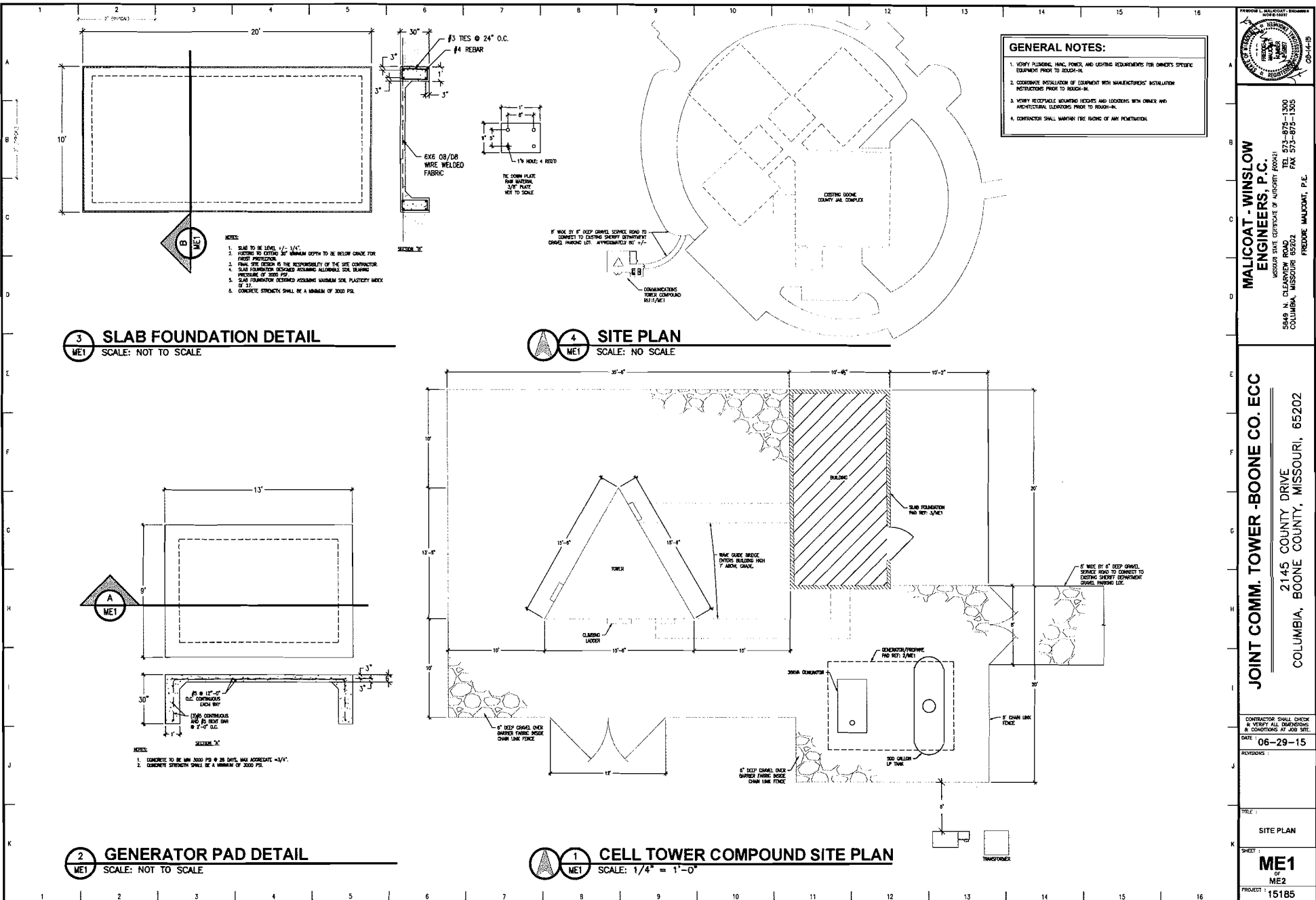
1. VERIFY PLUMBING, HVAC, POWER, AND LIGHTING REQUIREMENTS FOR OWNER'S SPECIFIC EQUIPMENT PRIOR TO TOUGH-IN.
2. COORDINATE INSTALLATION OF EQUIPMENT WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS PRIOR TO TOUGH-IN.
3. VERIFY RECEIPTABLE WEIGHING WEIGHTS AND LOCATIONS WITH OWNER AND ARCHITECTURAL, PRIOR TO TOUGH-IN.
4. CONTRACTOR SHALL MAINTAIN THE RUMBLE OF ANY PAVEMENT.



MALICOAT - WINSLOW ENGINEERS, P.C.
 REGISTERED PROFESSIONAL ENGINEERS
 5849 N. CLEARVIEW ROAD
 COLUMBIA, MISSOURI 65202
 TEL 573-525-1300
 FAX 573-525-1305
 FREDRICK MALICOAT, P.E.

JOINT COMM. TOWER - BOONE CO. ECC
 2145 COUNTY DRIVE
 COLUMBIA, BOONE COUNTY, MISSOURI, 65202

CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE.
 DATE: 06-29-15
 REVISIONS:
 TITLE: SITE PLAN
 SHEET: ME1 OF ME2
 PROJECT: 15185



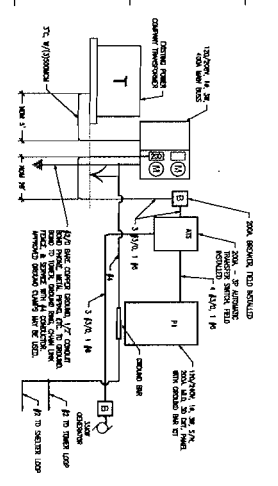
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MECHANICAL SYMBOL SCHEDULE

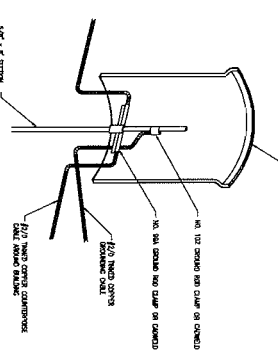
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2	(Symbol)	VALVES
3	(Symbol)	STRAIGHT PIPES
4	(Symbol)	ELBOWS
5	(Symbol)	TEES
6	(Symbol)	FLANGES
7	(Symbol)	PIPE COUPLERS
8	(Symbol)	PIPE CAPS
9	(Symbol)	PIPE END CAPS
10	(Symbol)	PIPE BRANCHES
11	(Symbol)	PIPE HANGERS
12	(Symbol)	PIPE SUPPORTS
13	(Symbol)	PIPE CLAMPS
14	(Symbol)	PIPE BANDS
15	(Symbol)	PIPE WELDS
16	(Symbol)	PIPE CUTS
17	(Symbol)	PIPE JOINTS
18	(Symbol)	PIPE FLANGES
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20	(Symbol)	PIPE BOLTS
21	(Symbol)	PIPE NUTS
22	(Symbol)	PIPE WASHERS
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24	(Symbol)	PIPE HANGER
25	(Symbol)	PIPE SUPPORT
26	(Symbol)	PIPE CLAMP
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ELECTRICAL SYMBOL SCHEDULE

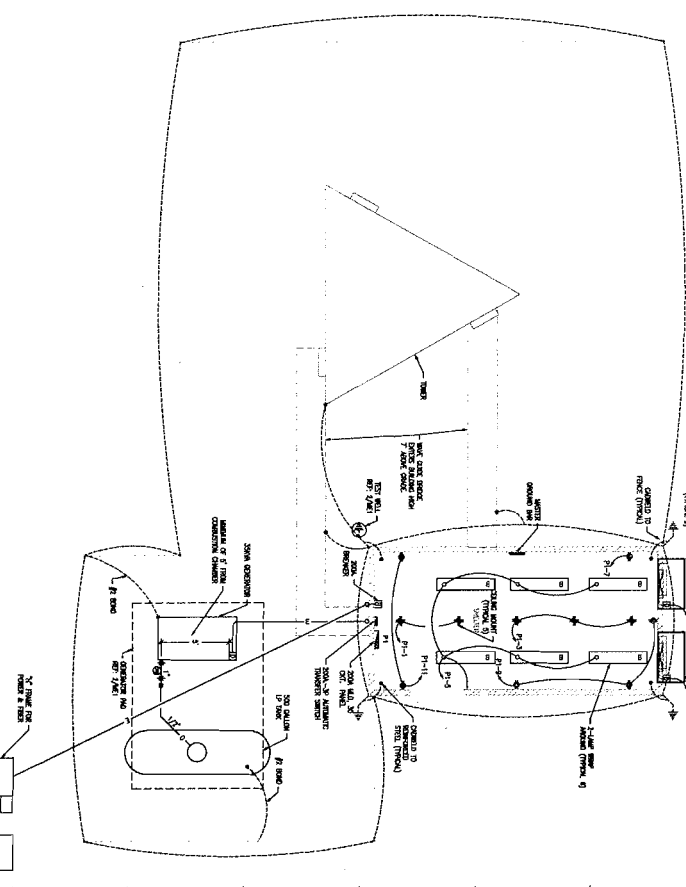
NO.	SYMBOL	DESCRIPTION
1	(Symbol)	CONDUIT (SEE CODES - SEE CODES - SEE CODES)
2	(Symbol)	CONDUIT FITTINGS (SEE CODES - SEE CODES - SEE CODES)
3	(Symbol)	CONDUIT ELBOWS
4	(Symbol)	CONDUIT TEES
5	(Symbol)	CONDUIT COUPLERS
6	(Symbol)	CONDUIT END CAPS
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98	(Symbol)	CONDUIT BRACKET
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100	(Symbol)	CONDUIT SUPPORT



3 ELECTRIC RISER DIAGRAM
NOT TO SCALE



2 GROUND WELL
NO SCALE



1 MECHANICAL/ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

GENERAL MECHANICAL-ELECTRICAL SPECIFICATIONS

- 1) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS.
- 2) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF ELECTRICAL ENGINEERS.
- 3) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS AND ELECTRICAL ENGINEERS.
- 4) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS AND ELECTRICAL ENGINEERS.
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- 18) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS AND ELECTRICAL ENGINEERS.
- 19) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS AND ELECTRICAL ENGINEERS.
- 20) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS AND ELECTRICAL ENGINEERS.

ELECTRICAL SPECIFICATIONS

- 1) SEE CODES FOR ALL ELECTRICAL SPECIFICATIONS.
- 2) ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF ELECTRICAL ENGINEERS.
- 3) ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF ELECTRICAL ENGINEERS.
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MECHANICAL SPECIFICATIONS

- 1) SEE CODES FOR ALL MECHANICAL SPECIFICATIONS.
- 2) ALL MECHANICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CODES OF THE BOARD OF MECHANICAL ENGINEERS.
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JOINT COMM. TOWER -BOONE CO. ECC

2145 COUNTY DRIVE
COLUMBIA, BOONE COUNTY, MISSOURI, 65202

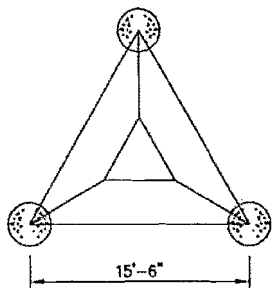
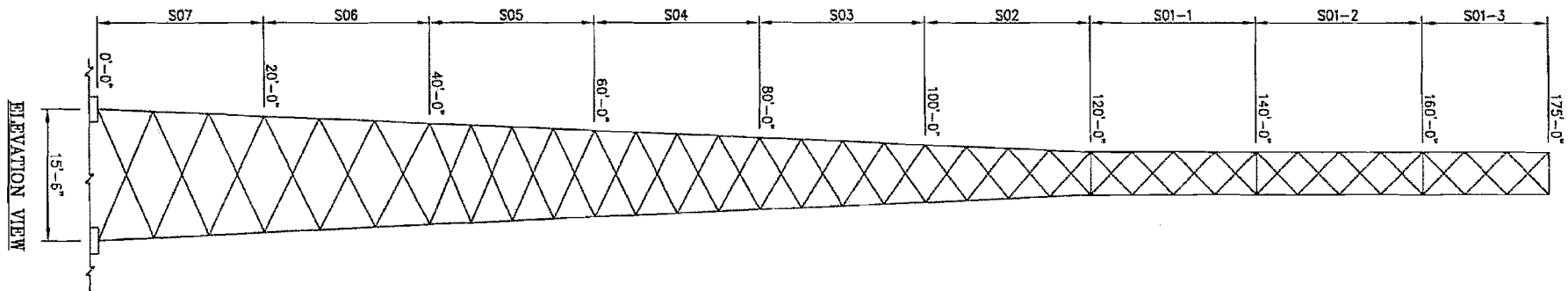
MALICOAT - WINSLOW ENGINEERS, P.C.
MISSOURI STATE CORPORATION #000421
5649 N. CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202
FREDDIE MALICOAT, P.E.

TEL 573-875-1300
FAX 573-875-1305

CONTRACT NO. 06-29-15
DATE: 06-29-15
REVISION: 1

SHEET: ME2
MECHANICAL/ELECTRICAL PLAN
PROJECT: 15185

LEGS	4.5 S.R.	4.25 S.R.	3.75 S.R.		3.5 S.R.	3.25 S.R.	3.0 S.R.	2.25 S.R.	1.75 S.R.
DIAGONALS	L 3 X 3 X 3/16		L 2 1/2 X 2 1/2 X 1/4		L 2 X 2 X 1/4		L 2 X 2 X 5/16	L 2 X 2 X 3/16	L 2 X 2 X 1/8
HORIZONTALS	NONE								
BAYS/SECTION	3 BAYS			4 BAYS				3 BAYS	
SECTION WEIGHT	5128 LBS.	4543 LBS.	3996 LBS.	3612 LBS.	3075 LBS.	2707 LBS.	2493 LBS.	1523 LBS.	780 LBS.



PLAN VIEW

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DESCRIPTION

Sabre Industries
Towers and Poles

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MASTER: 175 FT. MODEL S3R-SD
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

JOB NO. 122944	SIZE B	DRAWING NO. 122944-MS	REV 0
DATE 06/09/15	DRAWN BY DRL	CHECKED BY ZAK ✓	SCALE NONE
PAGE 1 OF 2		PAGE 1 OF 2	

DRAWING LIST

- 122944-F1 CAISSON FOUNDATION
- 122944-F2 MAT & PIER FOUNDATION
- 9031085 LEG TO LEG TEMPLATE
- 906195 TOWER BASE INSTALLATION
- 122944-S07 SECTION 0 FT. - 20 FT.
- 122944-S06 SECTION 20 FT. - 40 FT.
- 122944-S05 SECTION 40 FT. - 60 FT.
- 122944-S04 SECTION 60 FT. - 80 FT.
- 122944-S03 SECTION 80 FT. - 100 FT.
- 122944-S02 SECTION 100 FT. - 120 FT.
- 122944-S01-1 SECTION 120 FT. - 140 FT.
- 122944-S01-2 SECTION 140 FT. - 160 FT.
- 122944-S01-3 SECTION 160 FT. - 175 FT.
- 122944-CL1 CLIMBING LADDER INSTALLATION
- 907812 CLIMBING LADDER
- 907813 LADDER BASE
- SEE MANUAL W/KIT CABLE SAFETY CLIMB DEVICE
- 122944-WG1 WAVEGUIDE LADDER INSTALLATION
- 907338 WAVEGUIDE LADDER (8 HOLE)
- 9028866 FIXED PLATFORM @ 175'
- 122944-PM1 4 1/2 O.D. PIPE MOUNT KITS @ 175' & 165'
- 122944-DT1 STIFFARM MOUNT KIT FOR PIPE MOUNT @ 165'
- 122944-PM2 4 1/2 O.D. PIPE MOUNT KITS @ 150'
- 122944-DT2 STIFFARM MOUNT KIT FOR PIPE MOUNT @ 150'
- 122944-PM3 4 1/2 O.D. PIPE MOUNT KITS @ 135'
- 122944-DT3 STIFFARM MOUNT KIT FOR PIPE MOUNT @ 135'
- 122944-SA1 3' SIDEARMS; (3) EA. @ 100', 50' & 30'
- 122944-PM4 4 1/2 O.D. PIPE MOUNT KITS FOR SIDEARMS @ 100'
- 122944-ST1 SWIVEL KNUCKLE TIEBACK KITS FOR SIDEARMS @ 100'
- 122944-PM5 4 1/2 O.D. PIPE MOUNT KITS FOR SIDEARMS @ 50'
- 122944-PM6 4 1/2 O.D. PIPE MOUNT KITS FOR SIDEARMS @ 35'
- 9014671 BOLT INSTALLATION
- 906956 TOWER NAME PLATE
- 907901 INVENTORY REQUIREMENT SHEET
- BOM-1 BILL OF MATERIAL

TOWER DESIGN INFORMATION


THIS ERECTION DRAWING PACKAGE IS BASED ON THE STRUCTURAL ANALYSIS NO. 15-8522-MEG.

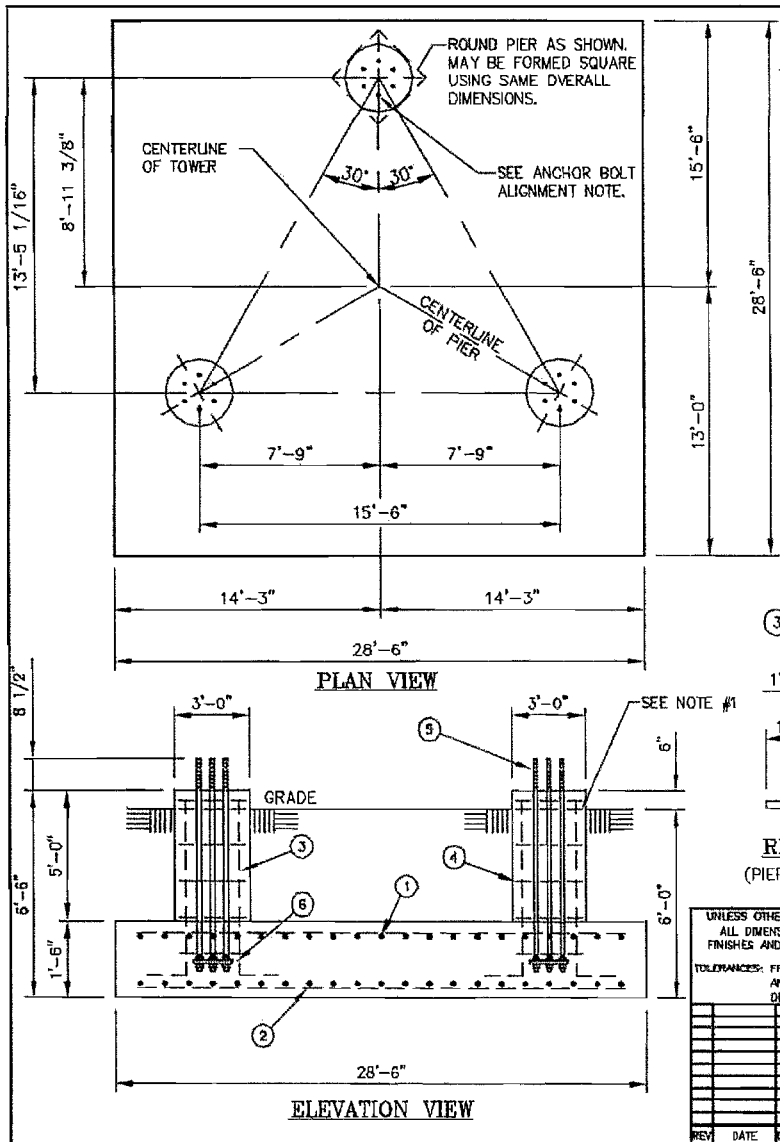
THIS TOWER WAS DESIGNED FOR A BASIC WIND SPEED OF 90 MPH WITH 0" OF RADIAL ICE, AND 40 MPH WITH 1" OF RADIAL ICE, IN ACCORDANCE WITH ANSI/TIA-222-G, STRUCTURE CLASS III, EXPOSURE CATEGORY C, AND TOPOGRAPHIC CATEGORY 1.

THE TOWER AND FOUNDATIONS WERE DESIGNED WITH AN IMPORTANCE FACTOR OF 1.25.

TOWER DESIGNED ANTENNA LOADING

ELEV.	ANTENNAS	ELEV.	ANTENNAS
185'	(3) ATC-GD1V40s	150'	(1) 4' H.P. DISH
180.3'	(3) DB222s	135'	(1) LEG DISH MOUNT
175'	(3) LEG DISH MOUNTS	135'	(1) LEG DISH MOUNT
175'	(1) PLATFORM - FIXED	135'	(1) LEG DISH MOUNT
175'	(3) SP3-5.2s	135'	(1) 6' H.P. DISH
165'	(1) LEG DISH MOUNT	135'	(1) 4' H.P. DISH
165'	(1) LEG DISH MOUNT	135'	(1) 4' H.P. DISH
165'	(1) LEG DISH MOUNT	125'	(1) PLATFORM - FIXED
165'	(1) 6' H.P. DISH	125'	(3) TOWER TOP AMPLIFIERS
165'	(1) 4' H.P. DISH	125'	(12) 5960110s
165'	(1) 4' H.P. DISH	110'	(3) ATC-GD1V40s
150'	(1) LEG DISH MOUNT	100'	(3) 3' SIDEARMS
150'	(1) LEG DISH MOUNT	50'	(3) 3' SIDEARMS
150'	(1) LEG DISH MOUNT	40'	(3) ATC-GD1V40s
150'	(1) 6' H.P. DISH	30'	(1) 3' SIDEARM
150'	(1) 4' H.P. DISH		

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:				MASTER: 175 FT. MODEL S3R-SD			
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.				SITE: COUNTY DRIVE, MO			
				CONFIDENTIAL This document and the information contained herein is the confidential trade secret property of Sabre Communications Corporation ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre. ©2015 Sabre Communications Corporation. All rights reserved.		CUSTOMER: BOONE COUNTY			
REV	DATE	DRW/CHK	DESCRIPTION			JOB NO. 122944	SIZE B	DRAWING NO. 122944-MS	REV 0
				DATE 06/09/15					
				DRAWN BY DRL		SCALE NONE	PAGE 2 OF 2		
				CHECKED BY ZAK					



REINFORCING STEEL SCHEDULE								
ITEM	LOCATION	NO. REQ'D	BAR SPC'G.	SIZE	CUT LGTH.	TOTAL LGTH.	TOTAL WT.	SHAPE
①	PAD TOP REINFORCING	112	EQUALLY SPACED	#8	28'-0"	3136'-0"	8373 LBS.	STRAIGHT
②	PAD BOTTOM REINFORCING	112	EQUALLY SPACED	#8	28'-0"	3136'-0"	8373 LBS.	STRAIGHT
③	PIER VERTICAL REINFORCING	42	EQUALLY SPACED	#8	7'-1"	297'-6"	794 LBS.	
④	PIER TIES	21	SPACED 12" C/C	#4	9'-1"	190'-9"	127 LBS.	
TOTAL REBAR WT.							17667 LBS.	

ANCHOR BOLT SCHEDULE				
ITEM	PART NO.	NO. REQ'D	ANCHOR BOLT SIZE	SPACING
⑤	C40041060	18	1 1/2" ø X 6'-6"	EQUALLY SPACED

TEMPLATE SCHEDULE				CONCRETE REQ'D	ROUND PIERS	SQUARE PIERS
ITEM	PART NO.	NO. REQ'D	BOLT CIRCLE			
⑥	C30139210	6	10 1/4"	PAD	45.13 CU. YDS.	45.13 CU. YDS.
				PIERS	3.93 CU. YDS.	5.00 CU. YDS.
TOTAL					49.06 CU. YDS.	50.13 CU. YDS.

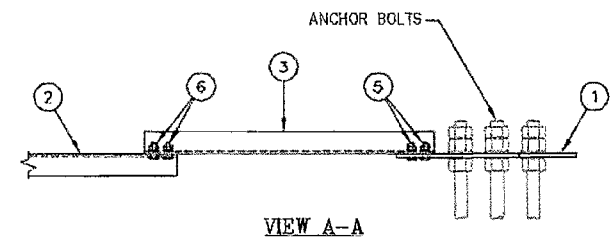
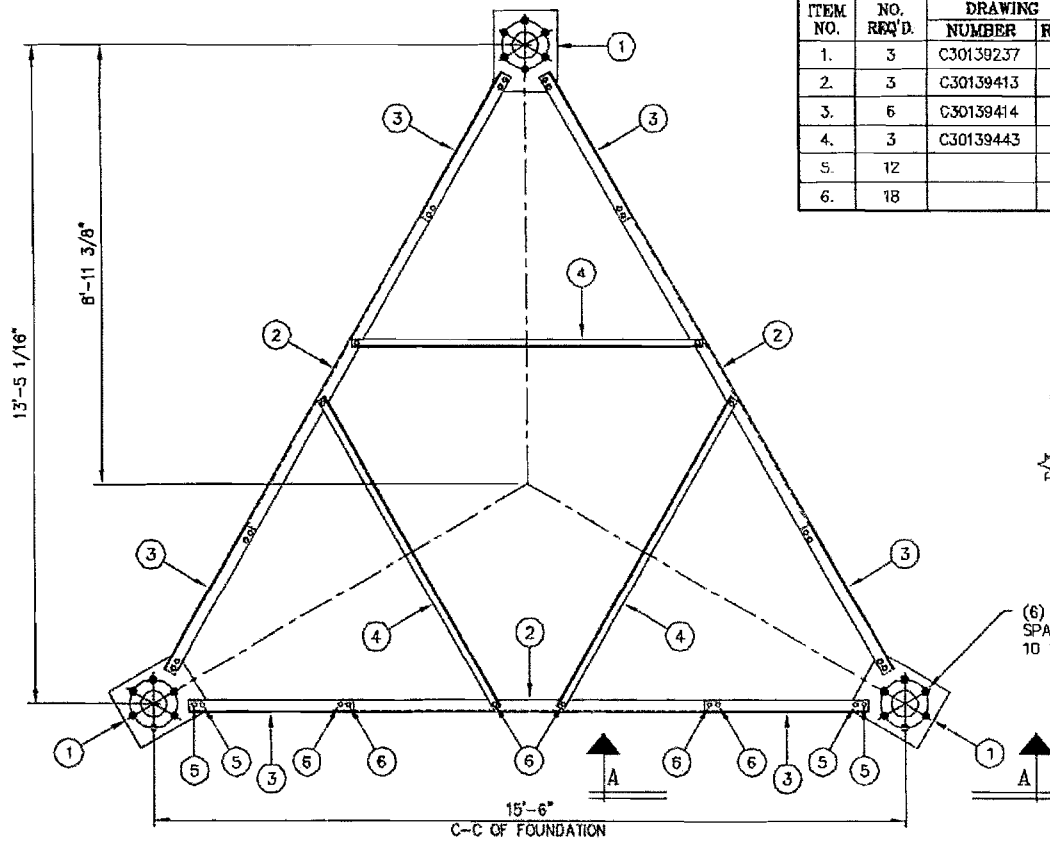
- GENERAL NOTES**
- CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4500 PSI, IN ACCORDANCE WITH ACI 318-05. (2 REBAR TIES REQ'D IN THE TOP 5")
 - REBAR TO CONFORM TO ASTM SPECIFICATION A615 GRADE 60.
 - ALL REBAR TO HAVE A MINIMUM OF 3" CONCRETE COVER.
 - ALL EXPOSED CONCRETE CORNERS TO BE CHAMFERED 3/4".
 - THE FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT BY CROCKETT GTL PROJECT NO. G14076.1, DATED JANUARY 30, 2015.
 - THE FOUNDATION DESIGN ASSUMES THAT THE EXISTING UNDOCUMENTED FILL WILL BE REMEDIATED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
 - THE FOUNDATION IS BASED ON THE FOLLOWING FACTORED LOADS:
 FACTORED DOWNLOAD (KIPS) = 50.5
 FACTORED OVERTURN (KIP-FT) = 5835.5
 FACTORED SHEAR (KIPS) = 56.7
 - ONE ANCHOR BOLT MUST BE ALIGNED DIRECTLY WITH THE CENTER OF THE TOWER (TYPICAL).

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES.	MATERIAL:		
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"	TOLERANCES DO NOT APPLY TO RAW MATERIAL.		
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REV	DATE	DRW/CHK	DESCRIPTION

FOUNDATION: 175 FT. MODEL SSR-SD			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE B	DRAWING NO. 122944-F2	REV 0
DATE 05/21/15			
DRAWN BY RWM		SCALE NONE	PAGE 1 OF 1
CHECKED BY ZAK ✓			



LIST OF MATERIAL							
ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	WEIGHT LBS.	PART
		NUMBER	REV				
1.	3	C30139237	0	C30139237	PLATE, ANCHOR BOLT TEMPLATE, 1 1/2" φ A.B. ON A 10 1/4" φ B.C.	97	N/R
2.	3	C30139413	0	C30139413	ANGLE, TEMPLATE SUPPORT, 3 X 3 X 3/16 X 10'-0	111	N/R
3.	6	C30139414	0	C30139414	ANGLE, TEMPLATE SUPPORT, 3 X 3 X 3/16 X 2'-4 3/4	53	N/R
4.	3	C30139443	0	C30139443	ANGLE, TEMPLATE SUPPORT, 2 1/2 X 2 1/2 X 3/16 X 7'-3	67	N/R
5.	12			C40026023	BOLT ASSEMBLY, 5/8 φ X 2 A325	6	
6.	18			C40026022	BOLT ASSEMBLY, 5/8 φ X 1 3/4 A325	8	
TOTAL WEIGHT IN LBS.						342	



(6) 1 1/2" φ ANCHOR BOLTS SPACED 60" APART ON A 10 1/4" BOLT CIRCLE

NOTE:
ALWAYS COMPARE THE DIMENSIONS SHOWN ON THIS DRAWING WITH THE PROPER CONCRETE FOUNDATION DRAWING, PRIOR TO PLACING CONCRETE.

PLAN VIEW

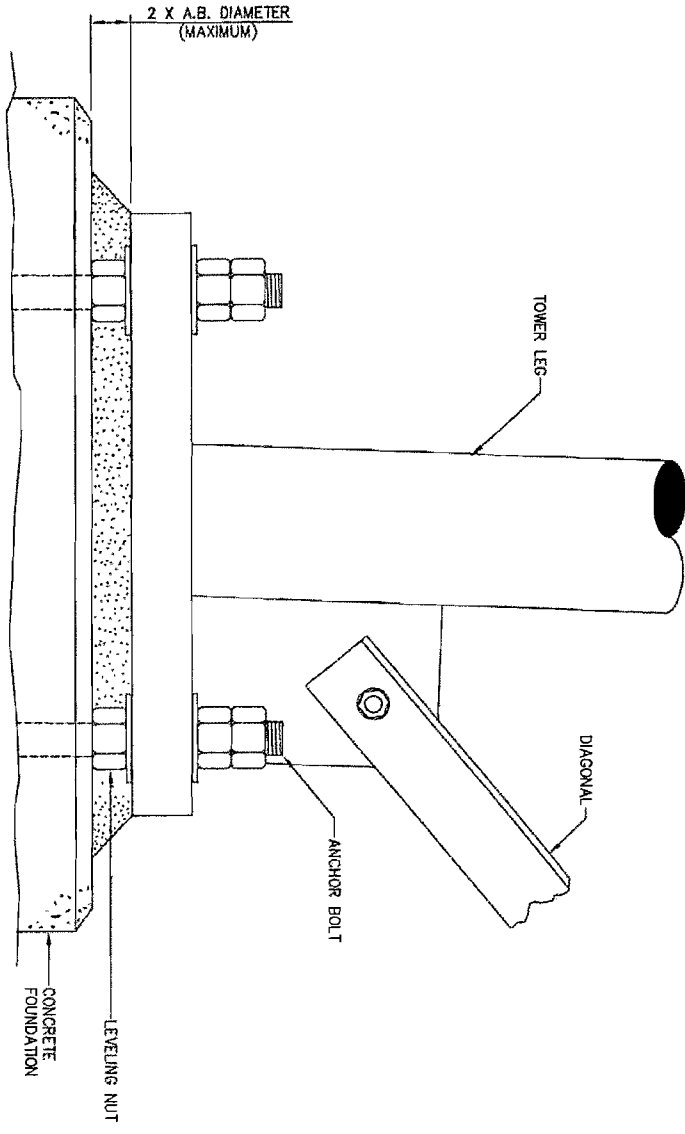
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES			MATERIAL:		
TOLERANCES: FRACTIONS ± 1/16"			TOLERANCES DO NOT APPLY TO RAW MATERIAL		
ANGLES ± 1/2 DEG.					
DECIMALS ± .010"					
REV	DATE	DRAWN BY	DESCRIPTION		



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LEG TO LEG TEMPLATE INSTALLATION FOR MODEL S3R-SD SECTION 07
BASE SPREAD 15'-6" C-C OF FOUNDATION
(6) 1 1/2" φ A.B. ON A 10 1/4" φ B.C.

REF. 9030259	SIZE B	DRAWING NO. 9031085	REV 0
DATE 3/8/12	DRAWN BY LRS	CHECKED BY KLE	SCALE None
		PAGE 1 OF 1	



ELEVATION VIEW

- NOTES:**
1. AFTER THE TOWER HAS BEEN PARTIALLY ERRECTED AND PLUMBED, INSTALL GROUT BETWEEN THE BASE PLATE AND THE TOP OF THE FOUNDATION.
 2. GROUT IS TO BE A NON-SHRINK, HIGH STRENGTH GROUT WITH A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI. INSTALL GROUT PER MANUFACTURER'S RECOMMENDATIONS.

REV	DATE	BY	CHK	DESCRIPTION
7	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION
6	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION
5	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION
4	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION
3	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION
2	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION
1	12/12/12	MS	MS	ISSUE FOR CONSTRUCTION

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES
 TOLERANCES: FINISHES ± 1/16"
 ANGLES ± 1/2 DEG.
 DECIMALS & 010"
 TOLERANCES DO NOT APPLY TO RAW MATERIAL

Sabre Industries
Towers and Poles

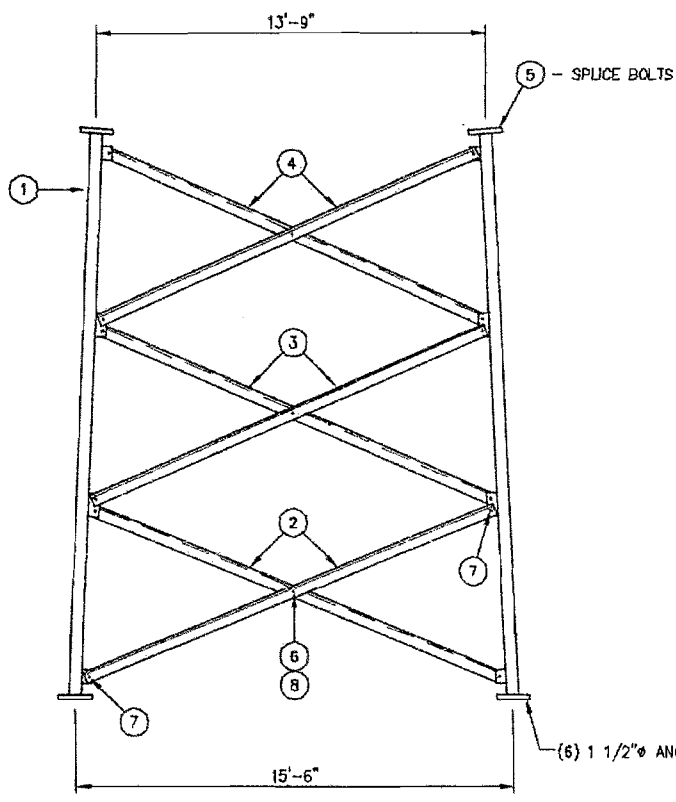
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TOWER BASE INSTALLATION (S3R & S4R)

DATE	05/20/97	SIZE	B	DRAWING NO.	906195	REV	7
DRAWN BY	M.L.C.	CHECKED BY	D.L.W.	SCALE	None	PAGE	1 OF 1



ELEVATION VIEW

(6) 1 1/2" ϕ ANCHOR BOLTS ON A 10 1/4" ϕ BOLT CIRCLE

LIST OF MATERIAL

07-LEGS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	07-T1181048	SECT. 7 LEG 4 1/2 ϕ X 20'-0 5/16	3923
TOTAL WEIGHT LBS				3923

07-T8300070 BRACING KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	6	TS02581	ANGLE, DIAGONAL 3 X 3 X 3/16 X 15'-8 1/16	362
3	6	TS02582	ANGLE, DIAGONAL 3 X 3 X 3/16 X 15'-2 1/16	352
4	6	TS02583	ANGLE, DIAGONAL 3 X 3 X 3/16 X 14'-8	340
TOTAL WEIGHT LBS				1054

SPLICE BOLTS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
5	19	C40026115	BOLT ASSEMBLY, 1 1/2 ϕ X 6 1/2 A325	115
TOTAL WEIGHT LBS				115

TK00260 HARDWARE KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
6	10	C40026044	BOLT ASSEMBLY, 3/4 ϕ X 2 1/4 A325	7
7	38	C40026043	BOLT ASSEMBLY, 3/4 ϕ X 2 A325	27
8	10	C40047009	RINGFILL, 1/2 THICK - 3/4 ϕ BOLT	2
TOTAL WEIGHT LBS				36

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT	5128
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FIELD NOTES

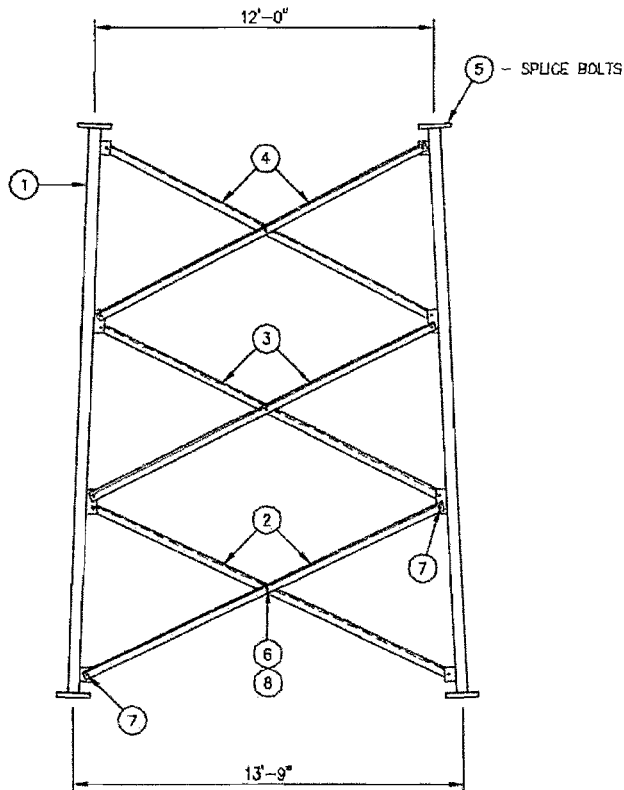
1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES	MATERIAL:		
TOLERANCES: FRACTIONS \pm 1/16" ANGLES \pm 1/2 DEG. DECIMALS \pm .010"	TOLERANCES DO NOT APPLY TO RAW MATERIAL		
REV	DATE	DRY/CHECK	DESCRIPTION



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SECTION ERECTION: 07 07-T8300070			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE B	DRAWING NO. 122944-S07	REV 0
DATE 05/20/15	DRAWN BY RWM	CHECKED BY ZAK	SCALE NONE
			PAGE 1 OF 1



ELEVATION VIEW

LIST OF MATERIAL

06-LEGS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	06-T1181040	SECT. 6 LEG 4 1/4 ø X 20'-0 5/16	3495
TOTAL WEIGHT LBS				3495

06-T8300064 BRACING KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	6	TS02563	ANGLE, DIAGONAL 3 X 3 X 3/16 X 14'-0 7/8	326
3	6	TS02564	ANGLE, DIAGONAL 3 X 3 X 3/16 X 13'-6 15/16	314
4	6	TS02565	ANGLE, DIAGONAL 3 X 3 X 3/16 X 13'-1 1/16	303
TOTAL WEIGHT LBS				943

SPLICE BOLTS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
5	19	C40026094	BOLT ASSEMBLY, 1 1/4 ø X 5 1/2 A325	69
TOTAL WEIGHT LBS				69

TK00260 HARDWARE KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
6	10	C40026044	BOLT ASSEMBLY, 3/4 ø X 2 1/4 A325	7
7	38	C40026043	BOLT ASSEMBLY, 3/4 ø X 2 A325	27
8	10	C40047009	RINGFILL, 1/2 THICK - 3/4 ø BOLT	2
TOTAL WEIGHT LBS				36

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT				4543
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FIELD NOTES

1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

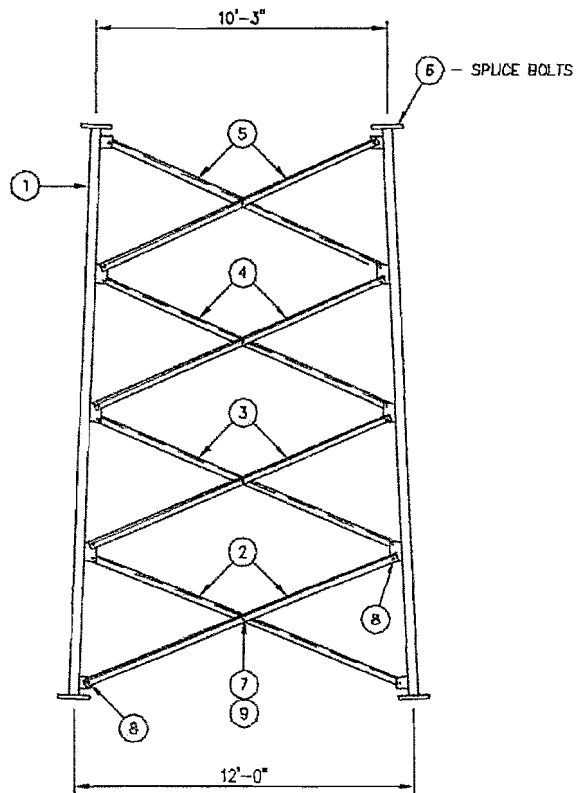
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
REV	DATE	BY/CHK	DESCRIPTION



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SECTION ERECTION: 06 06-T8300064
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

JOB NO. 122944	SIZE B	DRAWING NO. 122944-S06	REV 0
DATE 05/20/15	DRAWN BY RVM	SCALE NONE	PAGE 1 OF 1
CHECKED BY ZAK			



ELEVATION VIEW

LIST OF MATERIAL

05-LEGS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	05-T1180944	SECT. 5 LEG 3 3/4" X 20'-0 5/16"	2735
TOTAL WEIGHT LBS				2735

05-T8300060 BRACING KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	6	TS02549	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 11'-10 15/16"	305
3	6	TS02550	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 11'-6 1/4"	295
4	6	TS02551	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 11'-1 5/8"	285
5	6	TS02552	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 10'-9"	275
TOTAL WEIGHT LBS				1160

SPLICE BOLTS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
6	19	C40026094	BOLT ASSEMBLY, 1 1/4" X 5 1/2" A325	69
TOTAL WEIGHT LBS				69

TK00259 HARDWARE KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
7	13	C40026024	BOLT ASSEMBLY, 5/8" X 2 1/4" A325	7
8	50	C40026023	BOLT ASSEMBLY, 5/8" X 2" A325	23
9	13	C40047003	RINGFILL, 3/8" THICK - 5/8" BOLT	2
TOTAL WEIGHT LBS				32

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT 3996

FIELD NOTES

1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DESCRIPTION

Sabre Industries
Towers and Poles

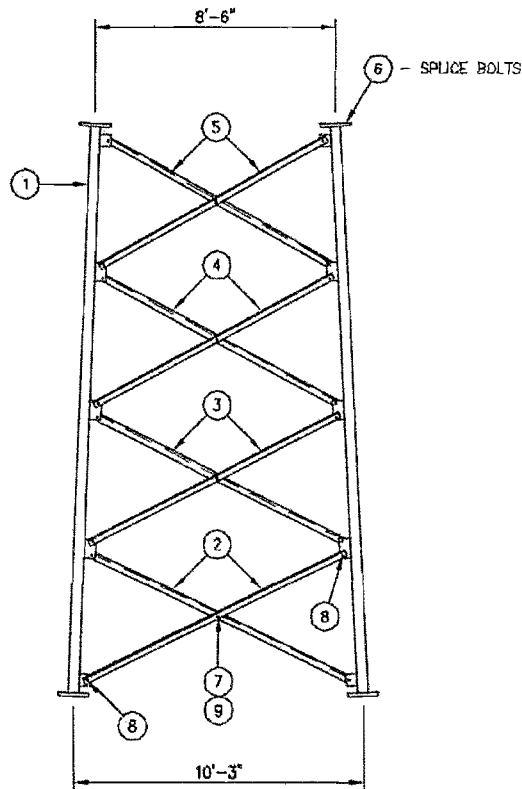
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SECTION ERECTION: 05 05-T8300060

SITE: COUNTY DRIVE, MO

CUSTOMER: BOONE COUNTY

JOB NO. 122944	SIZE B	DRAWING NO. 122944-S05	REV 0
DATE 05/20/15	DRAWN BY RVM	CHECKED BY ZAK V	SCALE NONE
PAGE 1 OF 1			



ELEVATION VIEW

LIST OF MATERIAL

04-LEGS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	04-T11B0944	SECT. 4 LEG 3 3/4 ø X 20'-0 5/16	2735
TOTAL WEIGHT LBS				2735

04-T8300052 BRACING KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	6	TS02517	ANGLE, DIAGONAL 2 X 2 X 1/4 X 10'-3 11/16	205
3	6	TS02518	ANGLE, DIAGONAL 2 X 2 X 1/4 X 9'-11 3/16	198
4	6	TS02519	ANGLE, DIAGONAL 2 X 2 X 1/4 X 9'-6 11/16	190
5	6	TS02520	ANGLE, DIAGONAL 2 X 2 X 1/4 X 9'-2 1/4	183
TOTAL WEIGHT LBS				776

SPLICE BOLTS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
6	19	C40026094	BOLT ASSEMBLY, 1 1/4 ø X 5 1/2 A325	69
TOTAL WEIGHT LBS				69

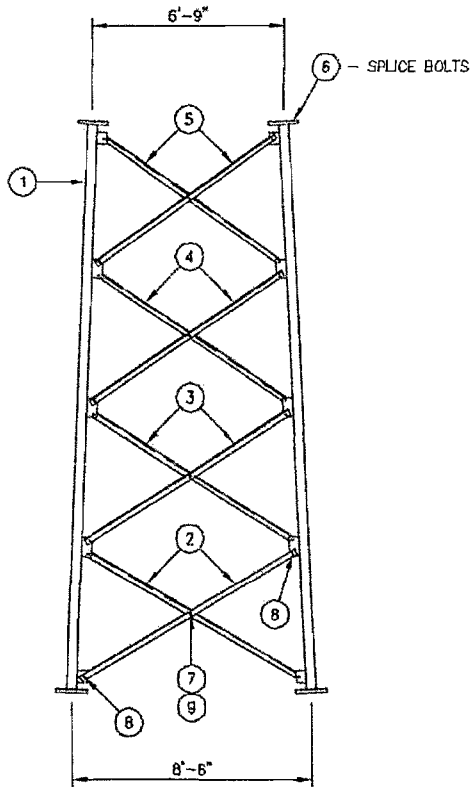
TK00259 HARDWARE KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
7	13	C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	7
8	50	C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	23
9	13	C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2
TOTAL WEIGHT LBS				32

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT	3612
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FIELD NOTES

1. THE STEP NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:		SECTION ERECTION: 04 04-T8300052			
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.		SITE: COUNTY DRIVE, MO			
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REV	DATE	DRW/CHK	DESCRIPTION	JOB NO. 122944	SIZE B	DRAWING NO. 122944-S04	REV 0
				DATE 05/20/15			
				DRAWN BY RVM			
				CHECKED BY ZAK		SCALE NONE	PAGE 1 OF 1



ELEVATION VIEW

LIST OF MATERIAL

03- LEGS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	03-71180846	SECT. 3 LEG 3 1/2 ϕ X 20'-0 5/16	2337
TOTAL WEIGHT LBS				2337

03-T8300047 BRACING KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	6	TS02497	ANGLE, DIAGONAL 2 X 2 X 1/4 X 8'-10 1/2	176
3	6	TS02498	ANGLE, DIAGONAL 2 X 2 X 1/4 X 8'-6 1/8	169
4	6	TS02499	ANGLE, DIAGONAL 2 X 2 X 1/4 X 8'-1 7/8	162
5	6	TS02500	ANGLE, DIAGONAL 2 X 2 X 1/4 X 7'-9 11/16	155
TOTAL WEIGHT LBS				662

SPLICE BOLTS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
6	19	C40026080	BOLT ASSEMBLY, 1 ϕ X 4 3/4 A325	44
TOTAL WEIGHT LBS				44

TK00259 HARDWARE KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
7	13	C40026024	BOLT ASSEMBLY, 5/8 ϕ X 2 1/4 A325	7
8	50	C40026023	BOLT ASSEMBLY, 5/8 ϕ X 2 A325	23
9	13	C40047003	RINGFILL, 3/8 THICK - 5/8 ϕ BOLT	2
TOTAL WEIGHT LBS				32

TOTAL SECTION WEIGHT -- INCLUDES 3 LEGS, BRACING AND HARDWARE KIT 3075

FIELD NOTES

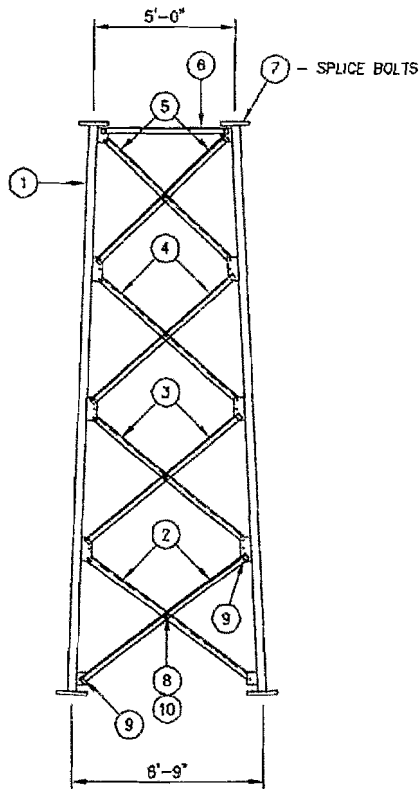
1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS \pm 1/16" ANGLES \pm 1/2 DEG. DECIMALS \pm .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DESCRIPTION



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SECTION ERECTION: 03 03-T8300047			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE B	DRAWING NO. 122944-S03	REV 0
DATE 05/20/15	DRAWN BY RWM	SCALE NONE	PAGE 1 OF 1
CHECKED BY ZAK			



ELEVATION VIEW

LIST OF MATERIAL

02-LEGS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	02-T1180738	SECT. 2 LEG 3 1/4 ϕ X 20'-0 5/16	2038
TOTAL WEIGHT LBS				2038

02-T8300039 BRACING KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	6	TS02465	ANGLE, DIAGONAL 2 X 2 X 1/4 X 7'-4 1/8	146
3	6	TS02466	ANGLE, DIAGONAL 2 X 2 X 1/4 X 7'-0 1/8	140
4	6	TS02467	ANGLE, DIAGONAL 2 X 2 X 1/4 X 6'-8 3/16	133
5	6	TS02468	ANGLE, DIAGONAL 2 X 2 X 1/4 X 6'-4 7/16	127
6	3	TS02451	ANGLE, HORIZONTAL 2 X 2 X 1/4 X 4'-5 5/8	45
TOTAL WEIGHT LBS				591

SPLICE BOLTS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
7	19	C40026079	BOLT ASSEMBLY, 1 ϕ X 4 1/2 A325	43
TOTAL WEIGHT LBS				43

TK00146 HARDWARE KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
8	13	C40026024	BOLT ASSEMBLY, 5/8 ϕ X 2 1/4 A325	7
9	57	C40026023	BOLT ASSEMBLY, 5/8 ϕ X 2 A325	26
10	13	C40047003	RINGFILL, 3/8 THICK - 5/8 ϕ BOLT	2
TOTAL WEIGHT LBS				35

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT 2707

FIELD NOTES

1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES

TOLERANCES: FRACTIONS $\pm 1/16"$
ANGLES $\pm 1/2$ DEG.
DECIMALS $\pm .010"$

MATERIAL:

TOLERANCES DO NOT APPLY
TO RAW MATERIAL

Sabre Industries
Towers and Poles

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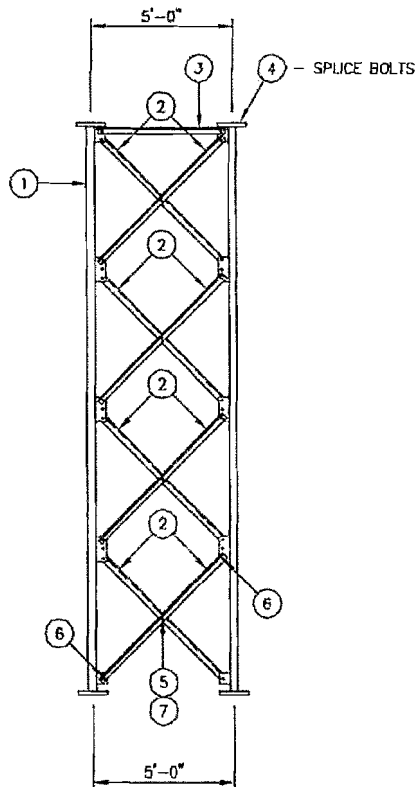
SECTION ERECTION: 02 02-T8300039

SITE: COUNTY DRIVE, MO

CUSTOMER: BOONE COUNTY

REV	DATE	DRW	CHK	DESCRIPTION

JOB NO.	SIZE	DRAWING NO.	REV
122944	B	122944-S02	0
DATE	BY	CHECKED BY	SCALE
05/20/15	RVM	ZAK	NONE
PAGE	1 OF 1		



ELEVATION VIEW

LIST OF MATERIAL

01-20-LEGS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	01-T1180632	SECT. 1 LEG 3 \emptyset X 20'-0 5/16	1754
TOTAL WEIGHT LBS				1754

01-T8300032 BRACING KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	24	TS02444	ANGLE, DIAGONAL 2 X 2 X 5/16 X 6'-2 3/4	610
3	3	TS02412	ANGLE, HORIZONTAL 2 X 2 X 5/16 X 4'-5 3/4	55
TOTAL WEIGHT LBS				665

SPLICE BOLTS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
4	19	C40026077	BOLT ASSEMBLY, 1 \emptyset X 4 A325	39
TOTAL WEIGHT LBS				39

TK00146 HARDWARE KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
5	13	C40026024	BOLT ASSEMBLY, 5/8 \emptyset X 2 1/4 A325	7
6	57	C40026023	BOLT ASSEMBLY, 5/8 \emptyset X 2 A325	26
7	13	C40047003	RINGFILL, 3/8 THICK - 5/8 \emptyset BOLT	2
TOTAL WEIGHT LBS				35

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT 2493

FIELD NOTES

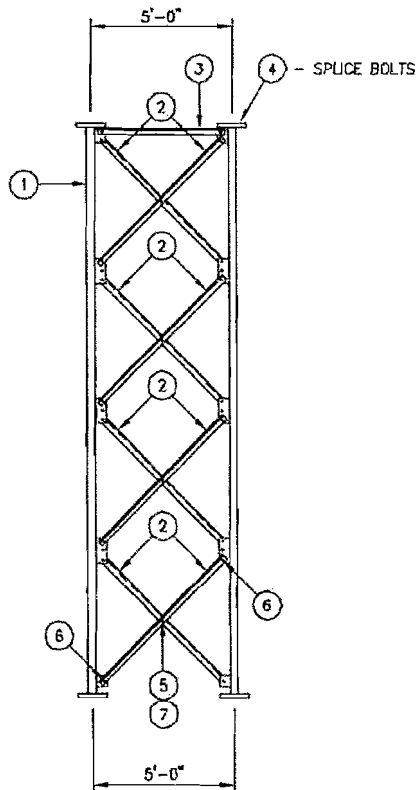
1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS \pm 1/16" ANGLES \pm 1/2 DEG. DECIMALS \pm .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.
REV	DATE	DESCRIPTION



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SECTION ERECTION: 01-20 01-T8300032			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE B	DRAWING NO. 122944-S01-1	REV 0
DATE 05/20/15	DRAWN BY RWM	CHECKED BY ZAK	SCALE NONE
PAGE 1 OF 1		PAGE 1 OF 1	



ELEVATION VIEW

LIST OF MATERIAL

01-20-LEGS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	3	01-T1180616	SECT. 1 LEG 2 1/4" ϕ X 20'-0" 5/16"	1066
TOTAL WEIGHT LBS				1066

01-T8300030 BRACING KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
2	24	TS02442	ANGLE, DIAGONAL 2 X 2 X 3/16" X 6'-2" 3/4"	379
3	3	TS02410	ANGLE, HORIZONTAL 2 X 2 X 3/16" X 4'-5" 3/4"	34
TOTAL WEIGHT LBS				413

SPlice BOLTS				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
4	13	C40026048	BOLT ASSEMBLY, 3/4" ϕ X 3 1/4" A325	11
TOTAL WEIGHT LBS				11

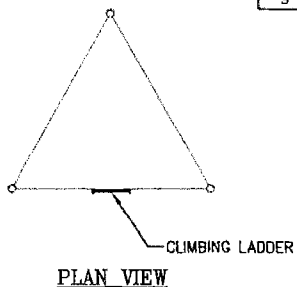
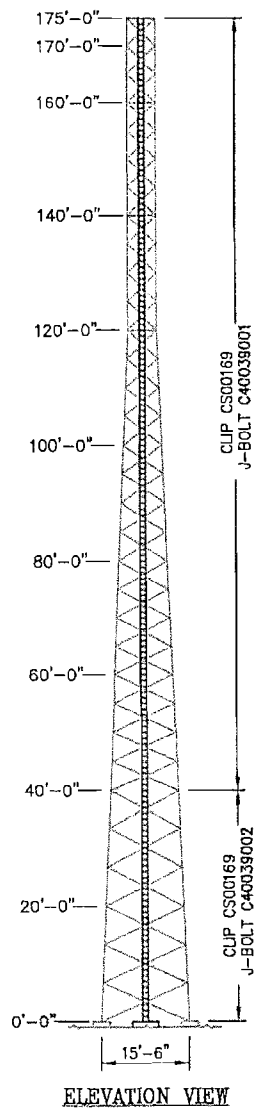
TK00134 HARDWARE KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
5	13	C40026023	BOLT ASSEMBLY, 5/8" ϕ X 2" A325	6
6	57	C40026022	BOLT ASSEMBLY, 5/8" ϕ X 1 3/4" A325	25
7	13	C40047003	RINGFILL, 3/8" THICK - 5/8" ϕ BOLT	2
TOTAL WEIGHT LBS				33

TOTAL SECTION WEIGHT - INCLUDES 3 LEGS, BRACING AND HARDWARE KIT	1523
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FIELD NOTES

1. THE PART NUMBERS FOR ALL LEGS ARE LOCATED AT THE TOP OF EACH PART.
2. STEP BOLTS NOT PROVIDED FOR LEGS.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:				SECTION ERECTION: 01-20 01-T8300030			
TOLERANCES: FRACTIONS \pm 1/16" ANGLES \pm 1/2 DEG. DECIMALS \pm .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL				SITE: COUNTY DRIVE, MO			
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						JOB NO. 122944	SIZE B	DRAWING NO. 122944-S01-2	REV 0
REV	DATE	BY	DESCRIPTION	DATE 05/20/15	DRAWN BY RWM	CHECKED BY ZAK	SCALE NONE	PAGE 1 OF 1	



CLIMBING LADDER				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	8	CW00031	WELDMENT, 20 FT. CLIMBING LADDER 12" WIDE	598
2	1	CW00029	WELDMENT, 10 FT. CLIMBING LADDER 12" WIDE	37
3	1	CW00028	WELDMENT, 5 FT. CLIMBING LADDER 12" WIDE	19
4	18	CS00037	PLATE, LADDER SPLICE	7
5	2	CS00242	ANGLE, LADDER BASE SUPPORT	15
6	40	CS00169	CLIP, LADDER ATTACHMENT	22
TOTAL WEIGHT LBS				698

LADDER HARDWARE				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
7	12	C40039002	J-BOLT ASSEMBLY, 3/8 ø X 7 1/4 I.L.	4
8	28	C40039001	J-BOLT ASSEMBLY, 3/8 ø X 5 3/4 I.L.	8
9	38	C40024004	BOLT ASSEMBLY, 3/8 ø X 1 1/2 GRD 5	4
TOTAL WEIGHT LBS				16

FIELD NOTES

1. FROM ELEVATION 0'-0" TO 40'-0" ATTACH LADDER TO EACH DIAGONAL. FROM ELEVATION 40'-0" TO 175'-0" ATTACH LADDER TO EVERY OTHER DIAGONAL.
2. SEE REFERENCE DWG. 907812 FOR CLIMBING LADDER INSTALLATION FROM ELEVATION 0'-0" TO 175'-0".
3. SEE REFERENCE DWG. 907813 FOR CLIMBING LADDER BASE INSTALLATION.
4. NO CONSTRUCTION STEP BOLTS REQUIRED.
5. SEE CUSTOMER REQUESTS FOR PROPER FACE POSITIONING OF ALL LADDERS.

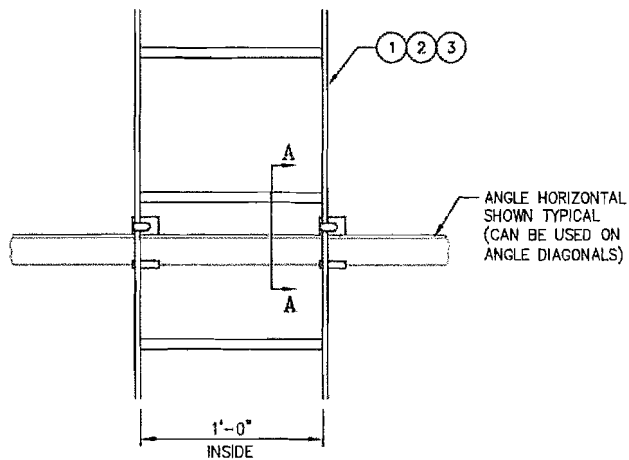
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.	
REV	DATE	BY/CHK	DESCRIPTION

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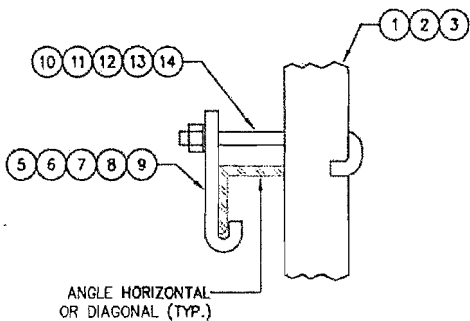
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CLIMBING LADDER: 175 FT. MODEL S3R-SD			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE /B	DRAWING NO. 122944-CL1	REV 0
DATE 06/08/15	DRAWN BY DRL	CHECKED BY ZAK	SCALE NONE PAGE 1 OF 1



ELEVATION
(TYPICAL MOUNTING DETAIL)



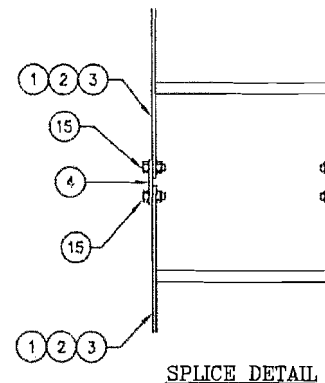
SECTION A-A

NOTE:
MAXIMUM SPACING OF LADDER CLIPS
UP THE TOWER TO BE $\pm 10''-0''$.

LIST OF MATERIAL

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	A/R	CW00031	WELDMENT, 20 FT CLIMBING LADDER	
2.	A/R	CW00029	WELDMENT, 10 FT CLIMBING LADDER	
3.	A/R	CW00028	WELDMENT, 5 FT CLIMBING LADDER	
4.	A/R	CS00037	PLATE, LADDER SPLICE	
5.	A/R	CS00169	CLIP, LADDER ATTACHMENT (1 1/2" - 4" ANGLES)	
6.	A/R	CS00170	CLIP, LADDER ATTACHMENT (5" - 6" ANGLES: 3/8" THK. & UNDER)	
7.	A/R	CS00171	CLIP, LADDER ATTACHMENT (1 1/2" - 6" ANGLES)	
8.	A/R	CS00808	CLIP, LADDER ATTACHMENT (4" - 6" ANGLES: 1/2" TO 3/4" THK.)	
9.	A/R	CS01212	CLIP, LADDER ATTACHMENT (8" ANGLES)	
10.	A/R	C40039001	J-BOLT ASSY., 3/8 (1 1/2" - 2 1/2" ANGLES)	
11.	A/R	C40039002	J-BOLT ASSY., 3/8 (3" - 4" ANGLES)	
12.	A/R	C40039003	J-BOLT ASSY., 3/8 (5" - 6" ANGLES)	
13.	A/R	C40039009	J-BOLT ASSY., 3/8 (3" - 6" ANGLES, 1/2" & 3/4" THK)	
14.	A/R	C40039012	J-BOLT ASSY., 3/8 (8" ANGLES, 1/2" & 3/4" THK)	
15.	A/R	C40024004	BOLT ASSEMBLY, 3/8 X 1 1/2 GR5	
				TOTAL WEIGHT

"SEE JOB SPECIFIC BILL OF MATERIAL FOR QTY'S."



SPLICE DETAIL

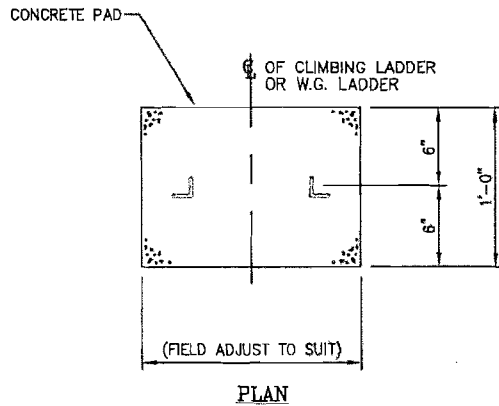
REV	DATE	DRW/CHK	DESCRIPTION
1	4/25/97		REVISION FOR 8" ANGLES
2	3/15/01		REVISION FOR 10 FT LADDER
3	1/21/01		REVISION FOR 20 FT LADDER
4	3/27/03		REVISION FOR 5 FT LADDER
5	4/21/03		REVISION FOR 10 FT LADDER
6	7/17/07		REVISION FOR 10 FT LADDER
7	3/23/04		REVISION FOR 10 FT LADDER
8	12/05/05		REVISION FOR 10 FT LADDER
9	7/18/07		REVISION FOR 10 FT LADDER

Sabre Industries
Towers and Poles

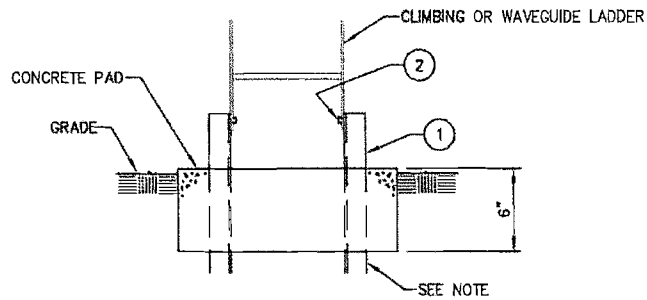
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TYPICAL CLIMBING LADDER INSTALLATION
(STANDARD 12" WIDE LADDER)

DATE	4/18/97	SIZE	DRAWING NO.	REV
DRAWN BY	ZAK	B	907812	10
CHECKED BY	DLW		SCALE	PAGE
			None	1 OF 1



PLAN

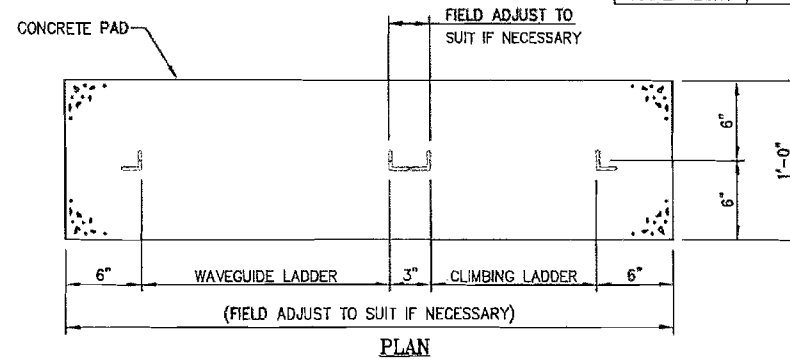


SINGLE LADDER BASE INSTALLATION FOR HD SERIES

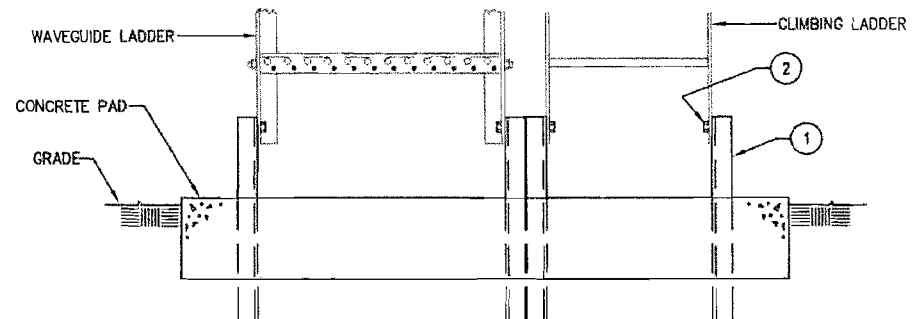
NOTE:

1. SUPPORT ANGLES MAY BE CUT IN FIELD TO PREVENT PROTRUDING THROUGH THE BOTTOM OF THE CONCRETE BLOCK.
2. THE BEARING MATERIAL BENEATH THE CONCRETE SHALL CONSIST OF NON-EXPANSIVE AND NON-FROST SUSCEPTIBLE (NFS) MATERIAL.

LIST OF MATERIAL				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	A/R	CS00242	ANGLE, LADDER BASE SUPPORT	
2.	A/R	C40024004	BOLT ASSEMBLY, 3/8 X 1 1/2 GR5	
				TOTAL WEIGHT



PLAN



DOUBLE LADDER BASE INSTALLATION FOR 29, S3R & VARIOUS SERIES

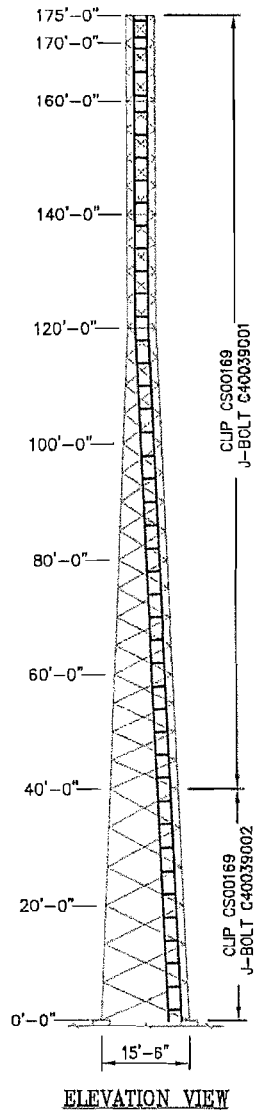
REV	DATE	DRW/CHK	DESCRIPTION
7	3/11/15	AWW	REVISIONS TO NOTE NUMBER 2.
6	4/27/07	DLW	REVISED FOR HD, S3R & VARIOUS SERIES
5	3/24/04	DLW	REVISED FOR HD, S3R & VARIOUS SERIES
4	3/24/03	DLW	REVISED FOR HD, S3R & VARIOUS SERIES
3	8/30/02	DLW	REVISED FOR HD, S3R & VARIOUS SERIES
2	3/13/01	DLW	REVISED FOR HD, S3R & VARIOUS SERIES
1	8/31/98	DLW	REVISED FOR HD, S3R & VARIOUS SERIES

Sabre Industries™
Towers and Poles

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LADDER BASE INSTALLATION FOR SELF-SUPPORTING TOWERS

DATE	4/18/97	SIZE	B	DRAWING NO.	907813	REV	7
DRAWN BY	ZAK			SCALE	None	PAGE 1 OF 1	
CHECKED BY	DLW						



WAVEGUIDE LADDER				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	16	CS00146	ANGLE, WAVEGUIDE LADDER RAIL 20 FT. W/4 FT. RUNG SPC	480
2	2	CS00148	ANGLE, WAVEGUIDE LADDER RAIL 10 FT. W/4 FT. RUNG SPC	30
3	2	CS00149	ANGLE, WAVEGUIDE LADDER RAIL 5 FT. W/3 FT. RUNG SPC	15
4	45	CS00151	ANGLE, WAVEGUIDE SUPPORT (12 HOLE)	171
5	18	CS00037	PLATE, LADDER SPLICE	7
6	40	CS00169	CLIP, LADDER ATTACHMENT	22
TOTAL WEIGHT LBS				725

LADDER HARDWARE				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
7	12	C40039002	J-BOLT ASSEMBLY, 3/8 ø X 7 1/4 I.L.	4
8	28	C40039001	J-BOLT ASSEMBLY, 3/8 ø X 5 3/4 I.L.	8
9	126	C40024004	BOLT ASSEMBLY, 3/8 ø X 1 1/2 GRD 5	13
TOTAL WEIGHT LBS				25

FIELD NOTES

1. FROM ELEVATION 0'-0" TO 40'-0" ATTACH WAVEGUIDE LADDER TO EACH TOWER DIAGONAL.
FROM ELEVATION 40'-0" TO 175'-0" ATTACH WAVEGUIDE LADDER TO EVERY OTHER TOWER DIAGONAL.
2. SEE REFERENCE DWG. 90733B FOR WAVEGUIDE LADDER INSTALLATION AND ATTACHMENT DETAIL.
3. SEE CUSTOMER REQUESTS FOR PROPER FACE POSITIONING OF ALL LADDERS.
4. WAVEGUIDE LADDERS ARE NEVER TO BE USED AS A CLIMBING DEVICE.

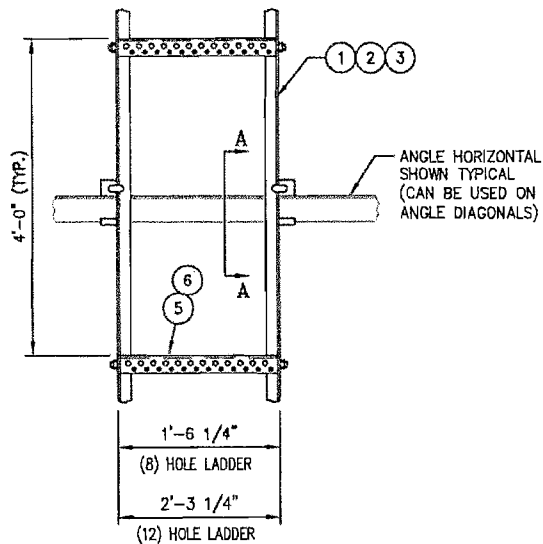
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DESCRIPTION

Sabre Industries
Towers and Poles

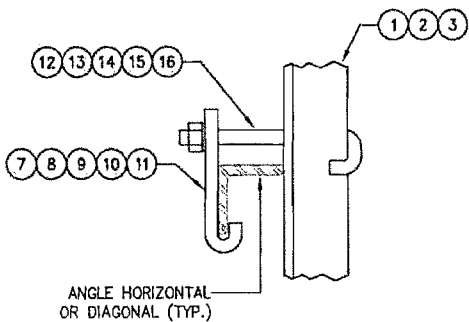
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W/G LADDER: 175 FT. MODEL S3R-SD			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE / B	DRAWING NO. 122944-WG1	REV 0
DATE 06/08/15	DRAWN BY DRL	CHECKED BY ZAK	SCALE NONE
PAGE 1 OF 1			



ELEVATION
(TYPICAL MOUNTING DETAIL)



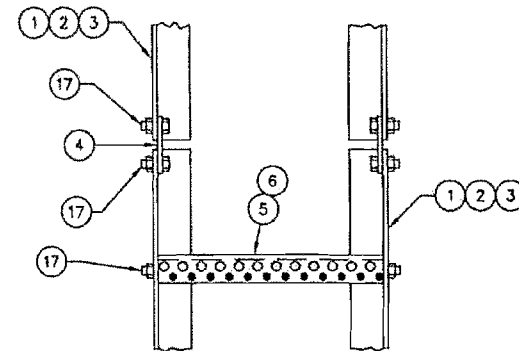
SECTION A-A

NOTE:
MAXIMUM SPACING OF LADDER CLIPS
UP THE TOWER TO BE $\pm 10'-0"$.

LIST OF MATERIAL

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	A/R	CS00146	ANGLE, WAVEGUIDE LADDER RAIL 20 FT.	
2.	A/R	CS00148	ANGLE, WAVEGUIDE LADDER RAIL 10 FT.	
3.	A/R	CS00149	ANGLE, WAVEGUIDE LADDER RAIL 5 FT.	
4.	A/R	CS00037	PLATE, LADDER SPLICE	
5.	A/R	CS00151	ANGLE WAVEGUIDE SUPPORT (12 HOLE)	
6.	A/R	CS00150	ANGLE WAVEGUIDE SUPPORT (8 HOLE)	
7.	A/R	CS00159	CLIP, LADDER ATTACHMENT (1 1/2" - 4" ANGLES)	
8.	A/R	CS00170	CLIP, LADDER ATTACHMENT (5" - 6" ANGLES; 3/8" THK. & UNDER)	
9.	A/R	CS00171	CLIP, LADDER ATTACHMENT (1 1/2" - 6" ANGLES; 1/2" THK. & UNDER)	
10.	A/R	CS00808	CLIP, LADDER ATTACHMENT (4" - 6" ANGLES; 1/2" TO 3/4" THK.)	
11.	A/R	CS01212	CLIP, LADDER ATTACHMENT (8" ANGLES)	
12.	A/R	C40039001	J-BOLT ASSY., 3/8 (1 1/2" - 2 1/2" ANGLES)	
13.	A/R	C40039002	J-BOLT ASSY., 3/8 (3" - 4" ANGLES)	
14.	A/R	C40039003	J-BOLT ASSY., 3/8 (5" - 6" ANGLES)	
15.	A/R	C40039009	J-BOLT ASSY., 3/8 (3" - 6" ANGLES; 1/2" & 3/4" THK)	
16.	A/R	C40039012	J-BOLT ASSY., 3/8 (8" ANGLES; 1/2" & 3/4" THK)	
17.	A/R	C40024004	BOLT ASSEMBLY, 3/8 X 1 1/2 GR5	
				TOTAL WEIGHT

SEE JOB SPECIFIC BILL OF MATERIAL FOR QTY'S.



SPLICE DETAIL

131 5/17/07 (6) HOLE LADDER CS00146 LADDER CLIP	
131 6/13/08 (8) HOLE LADDER CS00148 LADDER CLIP	
131 12/23/08 (12) HOLE LADDER CS00150 LADDER CLIP	
131 3/25/09 (1) HOLE LADDER CS00149 LADDER CLIP	
101 4/21/03 (1) HOLE LADDER CS00037 LADDER SPLICE	
UNLESS OTHERWISE SPECIFIED MATERIAL:	
ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES	
TOLERANCES: FRACTIONS $\pm 1/16"$ ANGLES $\pm 1/2$ DEG. DECIMALS $\pm .010"$	TOLERANCES DO NOT APPLY TO RAW MATERIAL
3 1/3/24/03 (1) HOLE LADDER CS00146 LADDER CLIP	
4 10/28/02 (8) HOLE LADDER CS00148 LADDER CLIP	
7 10/28/02 (12) HOLE LADDER CS00150 LADDER CLIP	
8 5/30/01 (1) HOLE LADDER CS00149 LADDER CLIP	
5 7/15/01 (1) HOLE LADDER CS00146 LADDER CLIP	
2 5/21/01 (8) HOLE LADDER CS00148 LADDER CLIP	
2 3/15/01 (12) HOLE LADDER CS00150 LADDER CLIP	
2 4/25/00 (1) HOLE LADDER CS00037 LADDER SPLICE	
1 8/20/98 (1) HOLE LADDER CS00146 LADDER CLIP	
REV DATE DRW/CHK DESCRIPTION	

Sabre Industries
Towers and Poles

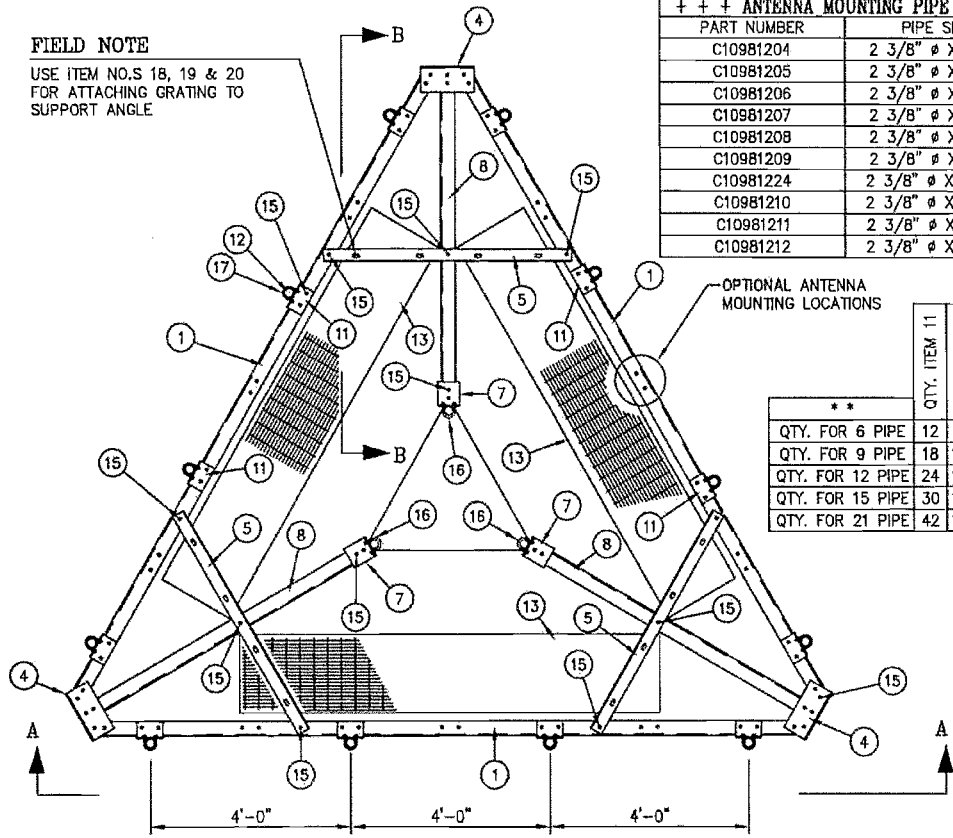
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TYPICAL WAVEGUIDE LADDER INSTALLATION
8 & 12 HOLE RUNG - 7/16" ϕ & 3/4" ϕ

DATE	1/24/97	SIZE	B	DRAWING NO.	907338	REV	14
DRAWN BY	DLW			SCALE	None	PAGE	1 OF 1
CHECKED BY	DEL						

FIELD NOTE

USE ITEM NO.S 18, 19 & 20 FOR ATTACHING GRATING TO SUPPORT ANGLE.



PLAN

SEE SHEET 2 OF 2 FOR SECTIONS A-A & B-B.

NOTES:

1. THE MOUNTING ARRANGEMENT OF THE MOUNTS SHOWN ON THE PLAN VIEW ARE TYPICAL ONLY, AND MAY HAVE TO BE ALTERED AT THE TIME OF INSTALLATION TO FIT THE ACTUAL REQUIREMENTS.
2. TOTAL APPROXIMATE WEIGHT: 2237 LBS. (BLACK)
(WITH 12 PIPES) 2327 LBS. (GALV.)

+++ ANTENNA MOUNTING PIPE +++	
PART NUMBER	PIPE SIZE
C10981204	2 3/8" ϕ X 4'-0"
C10981205	2 3/8" ϕ X 5'-3"
C10981206	2 3/8" ϕ X 6'-0"
C10981207	2 3/8" ϕ X 7'-0"
C10981208	2 3/8" ϕ X 8'-6"
C10981209	2 3/8" ϕ X 9'-0"
C10981224	2 3/8" ϕ X 10'-0"
C10981210	2 3/8" ϕ X 10'-6"
C10981211	2 3/8" ϕ X 11'-0"
C10981212	2 3/8" ϕ X 12'-0"

OPTIONAL ANTENNA MOUNTING LOCATIONS

	QTY. ITEM 11	QTY. ITEM 15	QTY. ITEM 17

QTY. FOR 6 PIPE	12	90	12
QTY. FOR 9 PIPE	18	102	18
QTY. FOR 12 PIPE	24	114	24
QTY. FOR 15 PIPE	30	126	30
QTY. FOR 21 PIPE	42	150	42

CK00015 ROTATABLE/FIXED PLATFORM ANGLE KIT				
ITEM	QTY.	DWG. NO.	DESCRIPTION	PART NO.
1.	3	CS00321	ANGLE, TOP CHORD	CS00321
2.	3	CS00322	ANGLE, BOTTOM CHORD	CS00322
3.	18	CS00323	ANGLE, DIAGONAL	CS00323
4.	6	CS00320	ANGLE, CORNER SUPPORT (SHORT)	CS00320
5.	6	CS00324	ANGLE, CORNER SUPPORT (LONG)	CS00324
6.	9	CS00319	ANGLE, VERTICAL (BOOM)	CS00319

MISCELLANEOUS FRAMING MATERIAL				
ITEM	QTY.	DWG. NO.	DESCRIPTION	PART NO.
7.	6	CS00416	ANGLE, LEG MOUNT	CS00416
8.	3	CS00311	ANGLE, TOP CHORD (BOOM)	CS00311
9.	3	CS00314	ANGLE, BOTTOM CHORD (BOOM)	CS00314
10.	6	CS00317	ANGLE, DIAGONAL (BOOM)	CS00317

ANTENNA MOUNTING PIPE				
ITEM	QTY.	DWG. NO.	DESCRIPTION	PART NO.
11.	**	CS00265	ANGLE, PIPE MOUNT	CS00265
12.	A/R	C109812	ANTENNA MTG. PIPE, 2 3/8" ϕ X (LENGTH VARIES)	+++

PLATFORM GRATING				
ITEM	QTY.	DWG. NO.	DESCRIPTION	PART NO.
13.	3	C20137005	PLATFORM GRATING	C20137005

HARDWARE				
ITEM	QTY.	DWG. NO.	DESCRIPTION	PART NO.
14.	66	---	BOLT ASSEMBLY, 5/8" ϕ X 1 3/4" A325	---
15.	**	---	BOLT ASSEMBLY, 5/8" ϕ X 2" A325	---
16.	12	---	U-BOLT ASSEMBLY 5/8" ϕ	▲▲
17.	**	---	U-BOLT ASSEMBLY 5/8" ϕ X 3 1/16" C/C	C40034023
18.	12	---	BOLT ASSEMBLY, 3/8" ϕ X 3 3/4" GRD 5	---
19.	12	---	FLATWASHER, 3/8"	C40031001
20.	12	---	FENDER WASHER, 3/8" ϕ X 1 1/2" X .097	C40046001

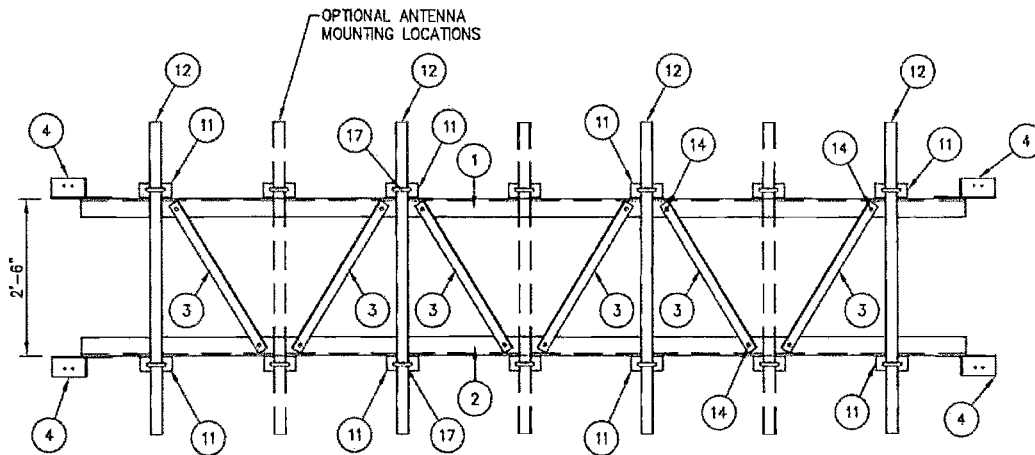
▲▲ U-BOLT CHART			
LEG SIZE	U-BOLT	LEG SIZE	U-BOLT
1 1/4" ϕ	C40034041	1 3/4" ϕ	C40034021
1 1/2" ϕ	C40034020	2" ϕ	C40034022

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS \pm 1/16" ANGLES \pm 1/2 DEG. DECIMALS \pm .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
REV	DATE	DRN/CHK	DESCRIPTION
1	05/09/15	PSB	ORIGINATOR'S ANTENNA MOUNTING DESIGNS TO BE USED FOR ALL ANTENNA MOUNTING PER C1098124.

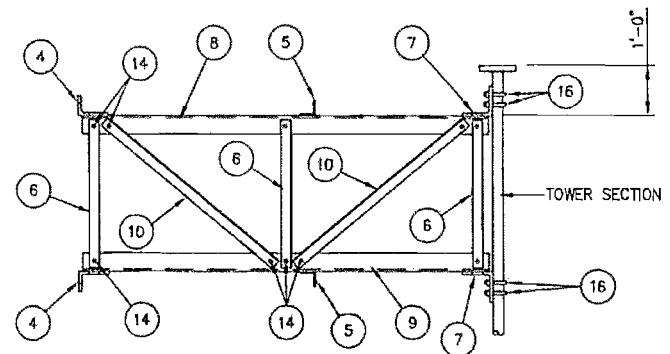
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INSTALLATION DETAIL FOR ANTENNA MOUNTING FRAME WITH GRATING

REF. 90B7723-4	SIZE B	DRAWING NO. 9028866	REV 1
DATE 05/29/03	DRAWN BY PSB	CHECKED BY RGF	SCALE None
		PAGE 1 OF 2	



SECTION A-A



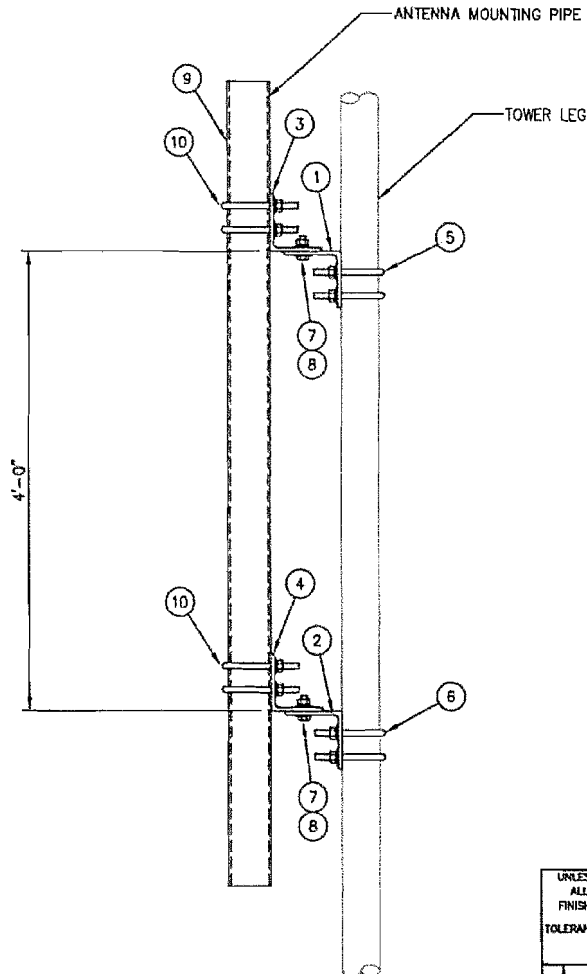
SECTION B-B

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS $\pm 1/16^{\circ}$ ANGLES $\pm 1/2$ DEG. DECIMALS $\pm .010^{\circ}$		TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DESCRIPTION
1	05/29/03	ORIG. ZAK REVISION: ANTENNA MOUNTING TYPES TO GADRESHIELD & ADDED ANTENNA MOUNTING PIPE CIRCUMFERENCE.

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INSTALLATION DETAIL FOR ANTENNA MOUNTING FRAME WITH GRATING			
REF. 90B7723-4	SIZE	DRAWING NO.	REV
DATE	05/29/03	B	9028866
DRAWN BY	PSE	SCALE	PAGE
CHECKED BY	RGF	None	2 OF 2



LIST OF MATERIALS FOR STRAIGHT LEG PIPE MOUNT KIT C10173003

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1.	1	CS00216	TOP LEG MOUNT FOR 1 3/4" LEG	15
2.	1	CS00216	BOTTOM LEG MOUNT FOR 1 3/4" LEG	15
3.	1	CS00214	TOP PIPE MOUNT FOR 4 1/2" PIPE	15
4.	1	CS00214	BOTTOM PIPE MOUNT FOR 4 1/2" PIPE	15
5.	2	C40034021	U-BOLT ASSEMBLY 5/8" X 2 7/16" C-C (TOP LEG MOUNT)	3
6.	2	C40034021	U-BOLT ASSEMBLY 5/8" X 2 7/16" C-C (BOTTOM LEG MOUNT)	3
7.	4	C40026024	BOLT ASSEMBLY, 5/8" X 2 1/4" A325	2
8.	8	C40031003	FLATWASHER, 5/8" (F436)	1
KIT WEIGHT LBS				69

LIST OF ADDITIONAL MATERIALS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
9.	1	C109B1407	ANTENNA MTC. PIPE 4 1/2" X 7'-0"	58
10.	4	C40034032	U-BOLT ASSEMBLY 5/8" X 5 3/16" C-C (PIPE MOUNTS)	9
ADDITIONAL WEIGHT LBS				67

TOTAL WEIGHT LBS 136

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:
TOLERANCES DO NOT APPLY
TO RAW MATERIAL.



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PIPE MOUNTS: 175' & 165' ELEVATIONS
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

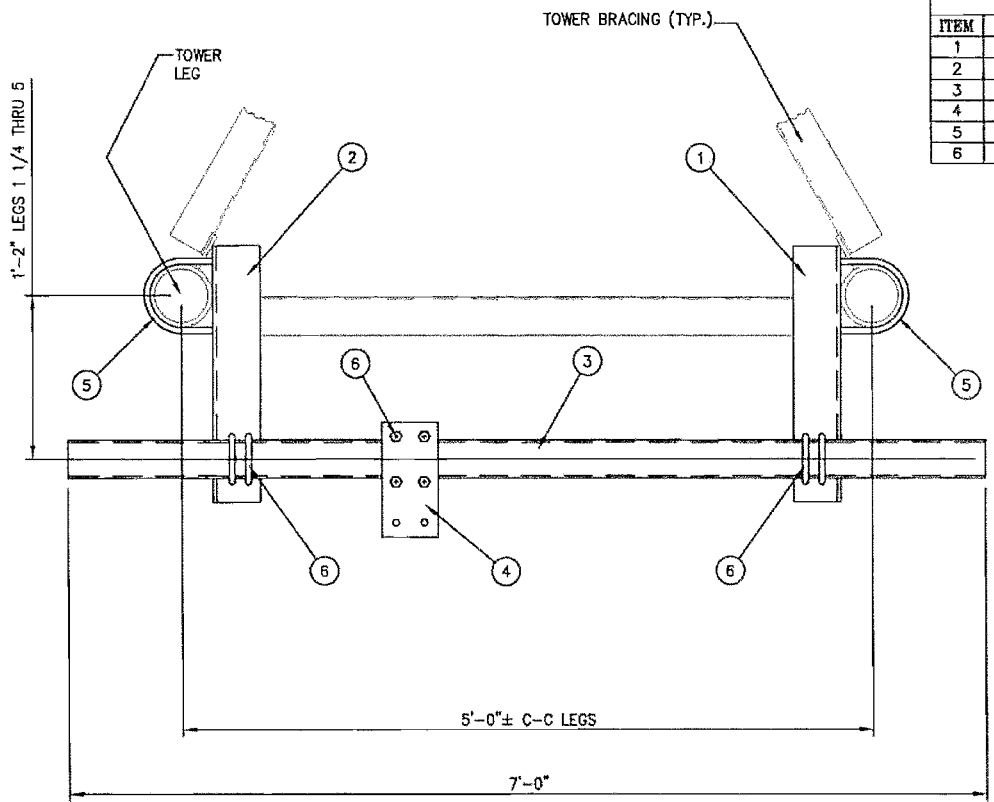
REV	DATE	DRW/CHK	DESCRIPTION

JOB NO. 122944	SIZE B	DRAWING NO. 122944-PM1	REV 0
DATE 06/08/15	DRAWN BY DRL	CHECKED BY ZAK/1	SCALE NONE
PAGE 1		OF 1	



C10105019 STIFFARM MOUNT FOR PIPE MOUNT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	1	CS00680	ANGLE, STIFFARM MOUNT, 1 1/4 ø THRU 5 ø LEG	24
2	1	CS00681	ANGLE, STIFFARM MOUNT, 1 1/4 ø THRU 5 ø LEG	24
3	1	CS00509	TUBE, STIFFARM 3 1/2 X 3 1/2" X 3/16 X 7'-0"	59
4	1	CS00502	PLATE, STIFFARM	8
5	4	C40034021	U-BOLT ASSEMBLY 5/8 ø X 2 7/16 C-C	5
6	6	C40035003	U-BOLT ASSEMBLY 5/8 ø X 4 1/4 C-C	11
TOTAL WEIGHT LBS				131



PLAN VIEW

NOTE: DISH MOUNT TIEBACK MAY BE MOUNTED ON THE INSIDE OF THE TOWER.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.
REV	DATE	DESCRIPTION

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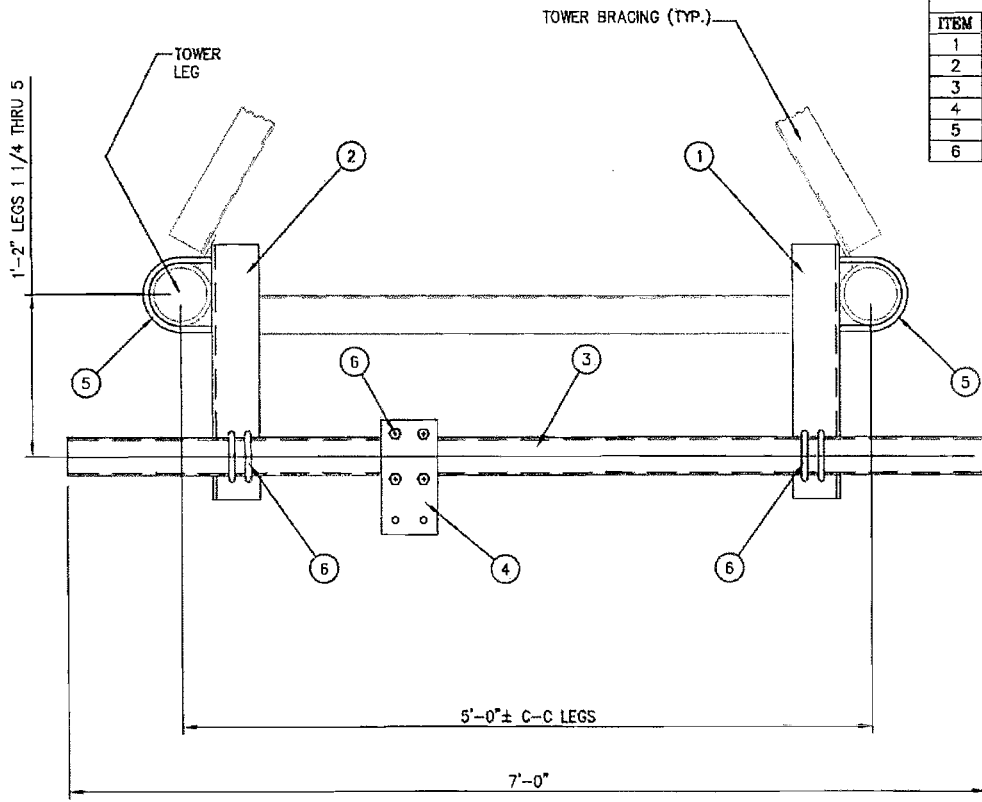
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STIFFARM MOUNT: 185' ELEVATION			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE B	DRAWING NO. 122944-DT1	REV 0
DATE 06/08/15	DRAWN BY DRL	CHECKED BY ZAK	SCALE NONE PAGE 1 OF 1



C10105021 STIFFARM MOUNT FOR PIPE MOUNT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	1	CS00680	ANGLE, STIFFARM MOUNT, 1 1/4 ϕ THRU 5 ϕ LEG	24
2	1	CS00681	ANGLE, STIFFARM MOUNT, 1 1/4 ϕ THRU 5 ϕ LEG	24
3	1	CS00509	TUBE, STIFFARM 3 1/2 X 3 1/2" X 3/16 X 7'-0"	59
4	1	CS00502	PLATE, STIFFARM	8
5	4	C40034023	U-BOLT ASSEMBLY 5/8 ϕ X 3 1/16 C-C	7
6	6	C40035003	U-BOLT ASSEMBLY 5/8 ϕ X 4 1/4 C-C	11
TOTAL WEIGHT LBS				133



PLAN VIEW

NOTE: DISH MOUNT TIEBACK MAY BE MOUNTED ON THE INSIDE OF THE TOWER.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS $\pm 1/16$ " ANGLES $\pm 1/2$ DEG. DECIMALS $\pm .010$ "		TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DESCRIPTION

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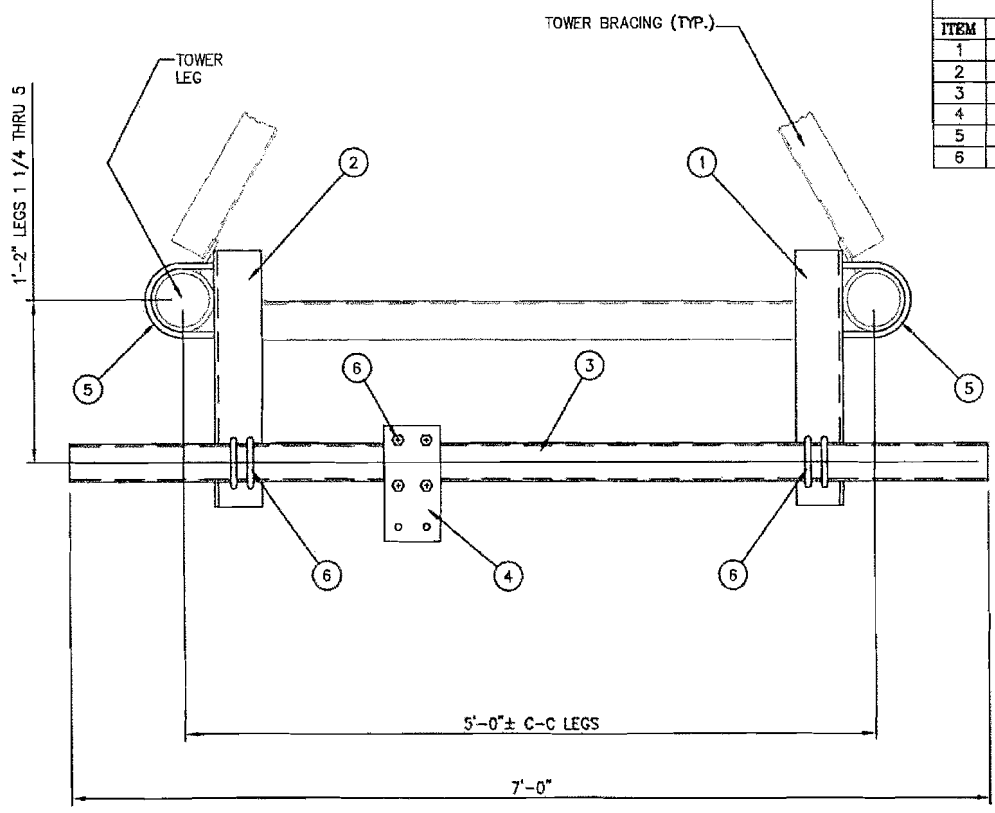
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STIFFARM MOUNT: 150' ELEVATION			
SITE: COUNTY DRIVE, MO			
CUSTOMER: BOONE COUNTY			
JOB NO. 122944	SIZE	DRAWING NO.	
DATE 06/08/15	B	122944-DT2	
DRAWN BY DRL	CHECKED BY ZAK 1/	SCALE NONE	PAGE 1 OF 1
REV			



C10105024 STIFFARM MOUNT FOR PIPE MOUNT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	1	CS00680	ANGLE, STIFFARM MOUNT, 1 1/4 ø THRU 5 ø LEG	24
2	1	CS00681	ANGLE, STIFFARM MOUNT, 1 1/4 ø THRU 5 ø LEG	24
3	1	CS00509	TUBE, STIFFARM 3 1/2 X 3 1/2" X 3/16 X 7'-0"	59
4	1	CS00502	PLATE, STIFFARM	8
5	4	C40034026	U-BOLT ASSEMBLY 5/8 ø X 3 11/16 C-C	7
6	6	C40035003	U-BOLT ASSEMBLY 5/8 ø X 4 1/4 C-C	11
TOTAL WEIGHT LBS				133



PLAN VIEW

NOTE: DISH MOUNT TIEBACK MAY BE MOUNTED ON THE INSIDE OF THE TOWER.

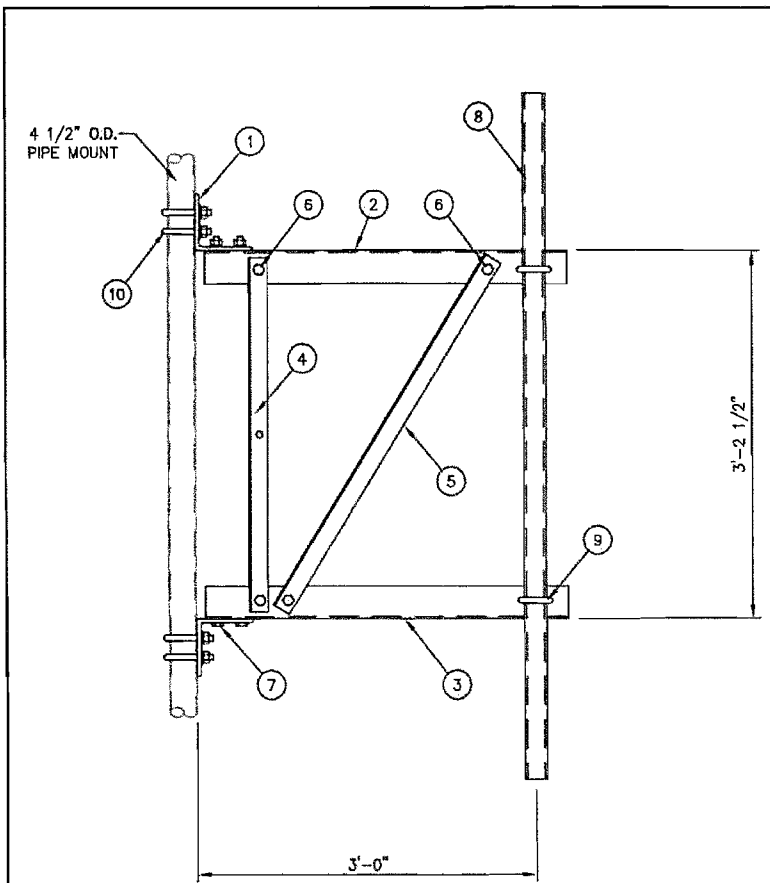
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL.
REV	DATE	DESCRIPTION



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STIFFARM MOUNT: 135' ELEVATION
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

JOB NO. 122944	SIZE B	DRAWING NO. 122944-DT3	REV 0
DATE 06/08/15	DRAWN BY DRL	CHECKED BY ZAK1	SCALE NONE
		PAGE 1 OF 1	



ELEVATION VIEW

C10151103 3 FT. SIDEARMS ASSEMBLY			
(1)	CK00060	SIDEARMS ANGLE KIT	78
(1)	- - -	MISC HARDWARE (FRAMING)	4
(1)	C10900105	PIPE ANTENNA MOUNTING KIT 2 3/8 ø X 5'-0	19
(4)	C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	9
TOTAL WEIGHT LBS			110

CK00060 KIT LIST OF MATERIAL				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1	2	CS00067	ANGLE, BOOM SUPPORT	23
2	1	CS01223	ANGLE, TOP CHORD	19
3	1	CS01224	ANGLE, BOTTOM CHORD	19
4	1	CS00065	ANGLE, VERTICAL	8
5	1	CS01228	ANGLE, DIAGONAL	9
TOTAL WEIGHT LBS				78

MISC HARDWARE (FRAMING)				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
6	4	C40026022	BOLT ASSEMBLY, 5/8 ø X 1 3/4 A325	2
7	4	C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	2
TOTAL WEIGHT LBS				4

C10900105 ANTENNA PIPE MOUNTING KIT				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
8	1	C10981223	ANTENNA MTG. PIPE 2 3/8 ø X 5'-0	16
9	2	C40034023	U-BOLT ASSEMBLY 5/8 ø X 3 1/16 C-C	3
TOTAL WEIGHT LBS				19

MISC HARDWARE				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
10	4	C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	9
TOTAL WEIGHT LBS				9

NOTES:

- IF THE MOUNT IS NOT ON THE STRAIGHT PORTION OF THE TOWER SEE SITE SPECIFIC PIPE MOUNT.
- QUANTITIES SHOWN IN LIST OF MATERIALS ARE FOR ONE (1) SIDEARMS ASSEMBLY ONLY.

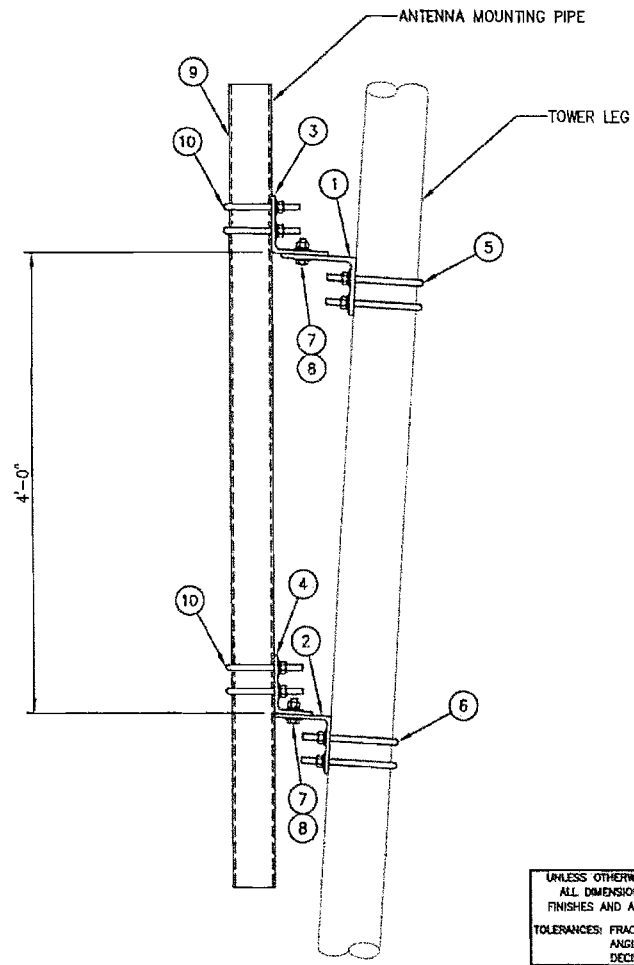
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:	
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL	
REV	DATE	DRW/CHK	DESCRIPTION



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3 FT. SIDEARMS: 100', 50' & 30' ELEVATIONS
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

JOB NO. 122944	SIZE	DRAWING NO.	REV
DATE 06/08/15	B	122944-SA1	0
DRAWN BY DRL	CHECKED BY ZAK	SCALE NONE	PAGE 1 OF 1



ELEVATION VIEW

LIST OF MATERIALS FOR TAPERED LEG PIPE MOUNT KIT C10174028

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1.	1	CS00216	TOP LEG MOUNT FOR 3 1/4"Ø LEG	15
2.	1	CS00215	BOTTOM LEG MOUNT FOR 3 1/2"Ø LEG	12
3.	1	CS00214	TOP PIPE MOUNT FOR 4 1/2"Ø PIPE	15
4.	1	CS00215	BOTTOM PIPE MOUNT FOR 4 1/2"Ø PIPE	12
5.	2	C40034027	U-BOLT ASSEMBLY 5/8 Ø X 3 15/16 C-C (TOP LEG MOUNT)	4
6.	2	C40034028	U-BOLT ASSEMBLY 5/8 Ø X 4 3/16 C-C (BOTTOM LEG MOUNT)	4
7.	4	C40028024	BOLT ASSEMBLY, 5/8"Ø X 2 1/4" A325	2
8.	8	C40031003	FLATWASHER, 5/8"Ø (F436)	1
KIT WEIGHT LBS				65

LIST OF ADDITIONAL MATERIALS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
9.	1	C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	58
10.	4	C40034032	U-BOLT ASSEMBLY 5/8 Ø X 5 3/16 C-C (PIPE MOUNTS)	9
ADDITIONAL WEIGHT LBS				67
TOTAL WEIGHT LBS				132

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES			MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"			TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DRW/CHK	DESCRIPTION



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PIPE MOUNTS: 100' ELEVATION
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

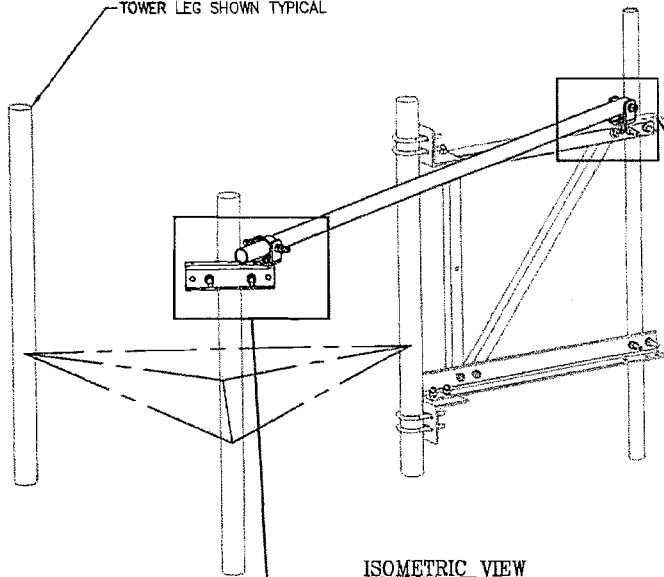
JOB NO. 122944	SIZE	DRAWING NO.	REV
DATE 06/08/15	B	122944-PM4	0
DRAWN BY DRL	CHECKED BY ZAK jz	SCALE NONE	PAGE 1 OF 1



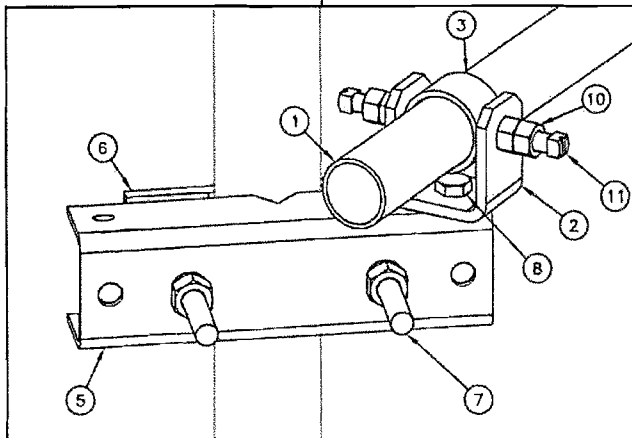
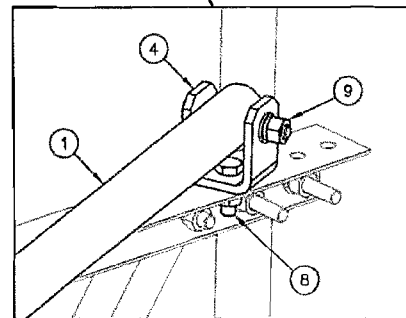
C10179002 SWIVEL KNUCKLE TIEBACK KIT

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	1	CS02089	PIPE, 2 3/8" O.D. X 0.148 X 13'-3	43
2.	1	CW00013	SWIVEL PLATE WELDMENT	3
3.	1	CS00097	PIPE, 2 7/8" O.D. X 0.203 X 0'-1 3/4	1
4.	1	CS00098	BENT SWIVEL PLATE	3
5.	1	CS01360	PLATE, MOUNTING BRACKET (FORMED CHANNEL)	9
6.	1	CS01361	PLATE, 2 HOLE ADAPTER CLAMP	3
7.	2	C40140001	BOLT ASSEMBLY, 3/4 X 10 A307 W/NUT, LKW, FLW	4
8.	2	C40026023	BOLT ASSEMBLY, 5/8 X 2 A325	1
9.	1	C40026033	BOLT ASSEMBLY, 5/8 X 4 1/2 A325	1
10.	2	C40042007	HEX NUT, 5/8 A194 2H	1
11.	2	C40998007	SQ. HEAD SET SCREW, 5/8 X 2 1/2	1
TOTAL WEIGHT				70

TOWER LEG SHOWN TYPICAL



ISOMETRIC VIEW



UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:

TOLERANCES DO NOT APPLY
TO RAW MATERIAL.

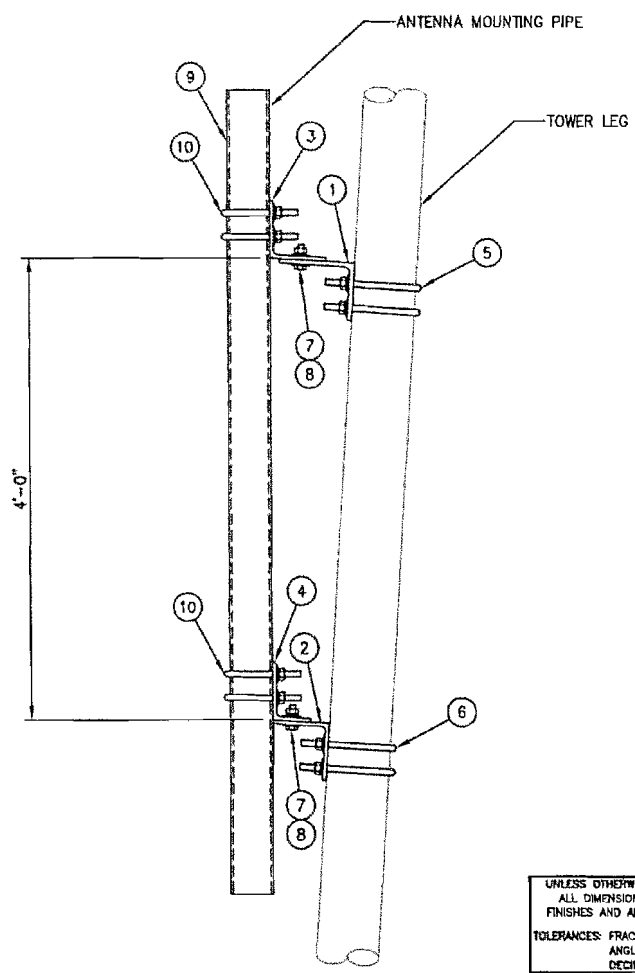
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Towers and Poles

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SWIVEL KNUCKLE TIEBACKS: 100' ELEVATION
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

REV	DATE	DRW/CHK	DESCRIPTION

JOB NO. 122944		SIZE	DRAWING NO.		REV
DATE	06/08/15	B	122944-ST1		0
DRAWN BY	DRL	SCALE		PAGE	
CHECKED BY	ZAK	NONE		1 OF 1	



ELEVATION VIEW

LIST OF MATERIALS FOR TAPERED LEG PIPE MOUNT KIT C10174039

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
1.	1	CS00216	TOP LEG MOUNT FOR 4 1/4"φ LEG	15
2.	1	CS00215	BOTTOM LEG MOUNT FOR 4 1/4"φ LEG	12
3.	1	CS00214	TOP PIPE MOUNT FOR 4 1/2"φ PIPE	15
4.	1	CS00215	BOTTOM PIPE MOUNT FOR 4 1/2"φ PIPE	12
5.	2	C40034031	U-BOLT ASSEMBLY 5/8 φ X 4 15/16 C-C (TOP LEG MOUNT)	4
6.	2	C40034031	U-BOLT ASSEMBLY 5/8 φ X 4 15/16 C-C (BOTTOM LEG MOUNT)	4
7.	4	C40026024	BOLT ASSEMBLY, 5/8"φ X 2 1/4" A325	2
8.	8	C40031003	FLATWASHER, 5/8"φ (F436)	1
KIT WEIGHT LBS				65

LIST OF ADDITIONAL MATERIALS

ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT LBS
9.	1	C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	58
10.	4	C40034032	U-BOLT ASSEMBLY 5/8 φ X 5 3/16 C-C (PIPE MOUNTS)	9
ADDITIONAL WEIGHT LBS				67
TOTAL WEIGHT LBS				132

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES			MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"			TOLERANCES DO NOT APPLY TO RAW MATERIAL
REV	DATE	DRW/CHK	DESCRIPTION



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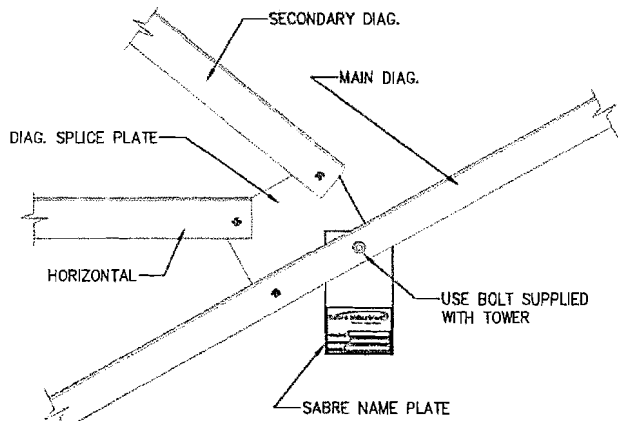
PIPE MOUNTS: 30' ELEVATIONS
SITE: COUNTY DRIVE, MO
CUSTOMER: BOONE COUNTY

JOB NO. 122944	SIZE B	DRAWING NO. 122944-PM6	REV 0
DATE 06/08/15	DRAWN BY DRL	CHECKED BY ZAKV	SCALE NONE
PAGE 1		OF 1	

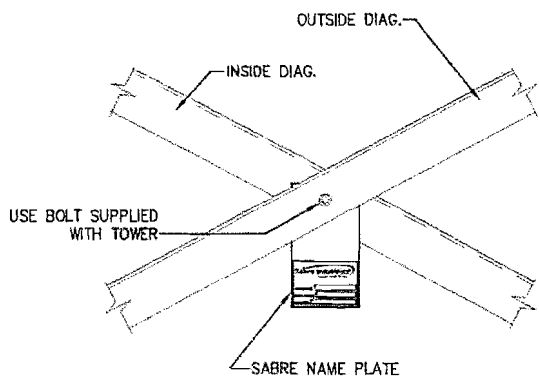
BOLT INSTALLATION DETAILS:

1. INSTALLATION OF BOLTS, BOLTS FOR TOWERS AND ANTENNAS SHALL BE INSTALLED WITH THE NUTS FACING TO THE OUTSIDE AND/OR TO THE TOP OF THE TOWER, UNLESS PROHIBITED BY LACK OF CLEARANCE.
2. TIGHTENING OF BOLTS, ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG-TIGHT CONDITION, AS DEFINED BY AISC.
3. NUT LOCKING DEVICE, ALL NUTS SHALL BE EQUIPPED WITH SOME TYPE OF NUT LOCKING DEVICE. SEE THE INDIVIDUAL DRAWINGS FOR THE TYPE OF NUT LOCKING DEVICE TO BE USED FOR EACH INDIVIDUAL APPLICATION.

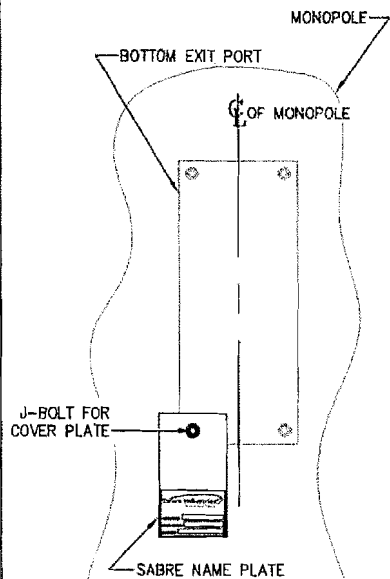
<p>UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES</p> <p>TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"</p> <p>TOLERANCES DO NOT APPLY TO RAW MATERIAL</p>	<p>MATERIAL:</p>	<p>Sabre Industries Towers and Poles</p> <p align="center">CONFIDENTIAL</p> <p>This document and the information contained herein is the confidential trade secret property of Sabre Communications Corporation. It is not to be reproduced, copied, or used in whole or in part, for any purpose without the prior written consent of Sabre. © 2007 Sabre Communications Corporation. All rights reserved.</p>																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">REV</td> <td style="width: 15%;">DATE</td> <td style="width: 15%;">BY</td> <td style="width: 15%;">DESCRIPTION</td> </tr> <tr> <td>1</td> <td>02/15/08</td> <td>KJT/DLW</td> <td>ISSUED FOR BOLT INSTALLATION</td> </tr> <tr> <td>2</td> <td>03/07/08</td> <td>SAV/SSS</td> <td>REVISION TO TOLERANCES</td> </tr> <tr> <td>3</td> <td>03/08/08</td> <td>SAV/SSS</td> <td>REVISION TO ANGLE TOLERANCES</td> </tr> </table>	REV	DATE	BY	DESCRIPTION	1	02/15/08	KJT/DLW	ISSUED FOR BOLT INSTALLATION	2	03/07/08	SAV/SSS	REVISION TO TOLERANCES	3	03/08/08	SAV/SSS	REVISION TO ANGLE TOLERANCES	<p>BOLT INSTALLATION DETAILS</p>																		
REV	DATE	BY	DESCRIPTION																																
1	02/15/08	KJT/DLW	ISSUED FOR BOLT INSTALLATION																																
2	03/07/08	SAV/SSS	REVISION TO TOLERANCES																																
3	03/08/08	SAV/SSS	REVISION TO ANGLE TOLERANCES																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">DATE</td> <td style="width: 15%;">01/28/03</td> <td style="width: 15%;">SIZE</td> <td style="width: 15%;">DRAWING NO.</td> <td style="width: 15%;">REV</td> </tr> <tr> <td>DRAWN BY</td> <td>MJM</td> <td>B</td> <td>9014671</td> <td>3</td> </tr> <tr> <td>CHECKED BY</td> <td>KJT/DLW</td> <td></td> <td>SCALE</td> <td>PAGE</td> </tr> <tr> <td></td> <td></td> <td></td> <td>None</td> <td>1 OF 1</td> </tr> </table>	DATE	01/28/03	SIZE	DRAWING NO.	REV	DRAWN BY	MJM	B	9014671	3	CHECKED BY	KJT/DLW		SCALE	PAGE				None	1 OF 1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SIZE</td> <td style="width: 15%;">DRAWING NO.</td> <td style="width: 15%;">REV</td> </tr> <tr> <td>B</td> <td>9014671</td> <td>3</td> </tr> <tr> <td></td> <td>SCALE</td> <td>PAGE</td> </tr> <tr> <td></td> <td>None</td> <td>1 OF 1</td> </tr> </table>			SIZE	DRAWING NO.	REV	B	9014671	3		SCALE	PAGE		None	1 OF 1
DATE	01/28/03	SIZE	DRAWING NO.	REV																															
DRAWN BY	MJM	B	9014671	3																															
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			None	1 OF 1																															
SIZE	DRAWING NO.	REV																																	
B	9014671	3																																	
	SCALE	PAGE																																	
	None	1 OF 1																																	



TYPICAL FOR MODEL S3TL, S4TL, S3R & S4R
SELF-SUPPORTING TOWER
(K-BRACE)

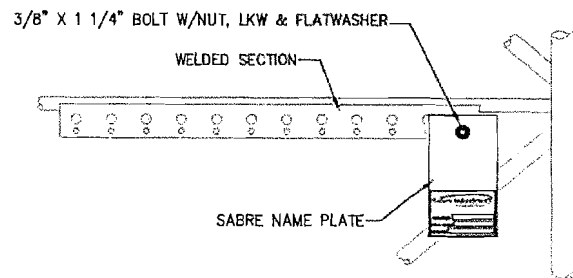


TYPICAL FOR MODEL S3TL, S4TL, S3R & S4R
SELF-SUPPORTING TOWER
(X-BRACE)

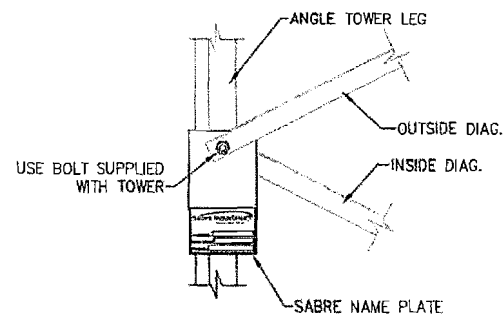


TYPICAL FOR MONOPOLE
STRUCTURE

NOTE:
NAME PLATE SHOULD BE MOUNTED AT
APPROXIMATELY EYE LEVEL WHEN POSSIBLE.



TYPICAL FOR MODEL 2400 / 3600 / 4400 / 4800 / 6000
WELDED GUYED TOWER



TYPICAL FOR MODEL 3000 / 3600 / 4800
ANGLE GUYED TOWER

UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES

TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:

TOLERANCES DO NOT APPLY
TO RAW MATERIAL

Sabre Industries
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OPTIONAL MOUNTING INSTALLATION
SABRE NAME PLATE

REV	DATE	DRW/CHK	DESCRIPTION
6	8/18/11	DSB/CHW	ADDED 4800 & 6000 WELDED GUYED TOWER.
5	3/20/04	DM/243	ADDED S4TL & S4R TO S.S. TOWER.
4	11/11/07	DSB/DS	ADDED 2400 WELDED GUYED TOWER.
3	109/23/01	SAK/DSB	REVISED KEY OR FITTED TOWER WAS 3/8 X 1
2	02/15/01	DSB/DS	REVISED MOUNTING INSTALLATION.
1	04/18/97	DSB/DS	DESIGN DRAWING IN AUTOCAD 2000.
			DESIGN DRAWING WITH NEW TITLE BLOCK.

DATE	10/15/98	SIZE	DRAWING NO.	REV
DRAWN BY	DEM	B	906956	6
CHECKED BY	RGF		SCALE	PAGE
			None	1 OF 1

NOTICE

ALL PARTS ARE TO BE INVENTORIED AND ANY
SHORTAGES REPORTED WITHIN 48 HOURS OF DELIVERY
TO THE CONTRACTING ERECTOR.

SHORTAGES REPORTED AFTER THIS TIME PERIOD WILL
BE CHARGED TO THE CONTRACTOR.

CALL 712-258-6690

TO REACH THE SABRE CONTRACTS DEPARTMENT.

AVISO


Todas las partes serán inventariadas y los faltantes reportados
por el contratista dentro de las 48 horas a partir de la entrega.

Los faltantes reportados después de 48 horas serán cargados al contratista.

Para aclaraciones llame a:

Sabre-Departamento de Contrataciones

(001) 712 258-6690

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES		MATERIAL:			INVENTORY REQUIREMENT SHEET			
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"		TOLERANCES DO NOT APPLY TO RAW MATERIAL						
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				DRAWN BY	ZAK	B	907901	3
REV DATE DRW CHG DESCRIPTION				CHECKED BY	JD		SCALE	PAGE
							None	1 OF 1



CUSTOMER BOONE COUNTY

SITE COUNTY DRIVE, MO

B.O.M. 175 FT. MODEL S3R-SD SELF-SUPPORTING TOWER

PC=PIECE OR=ORANGE
 PLT=PALLET WH=WHITE
 BDL=BUNDLE O/W=OR & WH
 CRT=CRATE N/R=NOT REQ'D
 D=DRUM SP=SPECIAL
 BX=BOX

PACKING

ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	KIT	QTY. OF PKG'S.	PKG. NO.
		NUMBER	REV							
1.					<u>PRESHIP</u>					
2.	18	C40041060	0	C40041060	ANCHOR BOLT ASSEMBLY, 1 1/2" ϕ X 6'-6" (F 1554 GR 105) RED	857				
3.					W/(5) NUTS 1 1/2" HEAVY HEX (A563 DH)					
4.					(2) FLATWASHERS 1 1/2" (F436)					
5.	6	C30139210	0	C30139210	PLATE, ANCHOR BOLT TEMPLATE 1 1/2" ϕ A.B. ON 10 1/4" ϕ B.C.	70				
6.										
7.					<u>LEG TO LEG TEMPLATE MATERIAL</u>					
8.					<u>(SEE DRAWING #9031085)</u>					
9.	3	C30139237	0	C30139237	PLATE, ANCHOR BOLT TEMPLATE, 1 1/2" ϕ A.B. ON A 10 1/4" ϕ B.C.	97	N/R			
10.	3	C30139413	0	C30139413	ANGLE, TEMPLATE SUPPORT, 3 X 3 X 3/16 X 10'-0"	111	N/R			
11.	6	C30139414	0	C30139414	ANGLE, TEMPLATE SUPPORT, 3 X 3 X 3/16 X 2'-4 3/4"	53	N/R			
12.	3	C30139443	0	C30139443	ANGLE, TEMPLATE SUPPORT, 2 1/2 X 2 1/2 X 3/16 X 7'-3"	67	N/R			
13.	15			C40026023	BOLT ASSEMBLY, 5/8" ϕ X 2" A325	7				
14.	20			C40026022	BOLT ASSEMBLY, 5/8" ϕ X 1 3/4" A325	9				
15.										
16.										
17.										
18.										
19.										
20.										

DATE	<u>05/20/15</u>	JOB NO.	<u>122944</u>
DRAWN BY	<u>RWM</u>	PRINT NO.	<u>BOM-1</u>
CHECKED BY	<u>ZAK</u>	PAGE	<u>1</u> OF <u>20</u>
REV	DATE	DRW/CHK	DESCRIPTION



CUSTOMER BOONE COUNTY

SITE COUNTY DRIVE, MO

B.O.M. 175 FT. MODEL S3R-SD SELF-SUPPORTING TOWER

PC=PIECE OR=ORANGE
 PLT=PALLET WH=WHITE
 BDL=BUNDLE O/W=OR & WH
 CRT=CRATE N/R=NOT REQ'D
 D=DRUM SP=SPECIAL
 BX=BOX

PACKING

ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	KIT	QTY. OF PKG'S.	PKG. NO.
		NUMBER	REV							
1.					<u>TOWER LEGS</u>					
2.	3	07-T1181048	0	07-T1181048	SECT. 7 LEG 4 1/2 ø X 20'-0 5/16	3923	N/R			
3.	3	06-T1181040	0	06-T1181040	SECT. 6 LEG 4 1/4 ø X 20'-0 5/16	3495	N/R			
4.	3	05-T1180944	0	05-T1180944	SECT. 5 LEG 3 3/4 ø X 20'-0 5/16	2735	N/R			
5.	3	04-T1180944	0	04-T1180944	SECT. 4 LEG 3 3/4 ø X 20'-0 5/16	2735	N/R			
6.	3	03-T1180846	0	03-T1180846	SECT. 3 LEG 3 1/2 ø X 20'-0 5/16	2337	N/R			
7.	3	02-T1180738	0	02-T1180738	SECT. 2 LEG 3 1/4 ø X 20'-0 5/16	2038	N/R			
8.	3	01-T1180632	0	01-T1180632	SECT. 1 LEG 3 ø X 20'-0 5/16	1754	N/R			
9.	3	01-T1180616	0	01-T1180616	SECT. 1 LEG 2 1/4 ø X 20'-0 5/16	1066	N/R			
10.	3	01-T1180552	0	01-T1180552	SECT. 1 LEG 1 3/4 ø X 15'-0	540	N/R			
11.										
12.										
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CUSTOMER BOONE COUNTY

SITE COUNTY DRIVE, MO

B.O.M. 175 FT. MODEL S3R-SD SELF-SUPPORTING TOWER

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 CRT=CRATE N/R=NOT REQ'D
 D=DRUM SP=SPECIAL
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PACKING

ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	KIT	QTY. OF PKG'S.	PKG. NO.
		NUMBER	REV							
1.					TOWER BRACING					
2.	1 KIT				BRACING #07-T8300070 SECTION 07	1054				
3.					CONSISTING OF THE MATERIAL LISTED BELOW					
4.	6	TS02581	0	TS02581	ANGLE, DIAGONAL 3 X 3 X 3/16 X 15'-8 1/16	362	N/R			
5.	6	TS02582	0	TS02582	ANGLE, DIAGONAL 3 X 3 X 3/16 X 15'-2 1/16	352	N/R			
6.	6	TS02583	0	TS02583	ANGLE, DIAGONAL 3 X 3 X 3/16 X 14'-8	340	N/R			
7.					SPLICE BOLTS TOP OF SECTION 07					
8.	19			C40026115	BOLT ASSEMBLY, 1 1/2 ø X 6 1/2 A325	115				
9.	1 KIT				HARDWARE #TK00260 SECTION 07	36				
10.					CONSISTING OF THE MATERIAL LISTED BELOW					
11.	10			C40026044	BOLT ASSEMBLY, 3/4 ø X 2 1/4 A325	7				
12.	38			C40026043	BOLT ASSEMBLY, 3/4 ø X 2 A325	27				
13.	10			C40047009	RINGFILL, 1/2 THICK - 3/4 ø BOLT	2				
14.										
15.										
16.										
17.										
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		NUMBER	REV							
1.					<u>TOWER BRACING CONT'D</u>					
2.	1 KIT				<u>BRACING #06-T8300064 SECTION 06</u>	943				
3.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
4.	6	TS02563	0	TS02563	ANGLE, DIAGONAL 3 X 3 X 3/16 X 14'-0 7/8	326	N/R			
5.	6	TS02564	0	TS02564	ANGLE, DIAGONAL 3 X 3 X 3/16 X 13'-6 15/16	314	N/R			
6.	6	TS02565	0	TS02565	ANGLE, DIAGONAL 3 X 3 X 3/16 X 13'-1 1/16	303	N/R			
7.					<u>SPLICE BOLTS TOP OF SECTION 06</u>					
8.	19			C40026094	BOLT ASSEMBLY, 1 1/4 ø X 5 1/2 A325	69				
9.	1 KIT				<u>HARDWARE #TK00260 SECTION 06</u>	36				
10.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
11.	10			C40026044	BOLT ASSEMBLY, 3/4 ø X 2 1/4 A325	7				
12.	38			C40026043	BOLT ASSEMBLY, 3/4 ø X 2 A325	27				
13.	10			C40047009	RINGFILL, 1/2 THICK - 3/4 ø BOLT	2				
14.										
15.										
16.										
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		NUMBER	REV							
1.					<u>TOWER BRACING CONT'D</u>					
2.	1 KIT				<u>BRACING #05-T8300060 SECTION 05</u>	1160				
3.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
4.	6	TS02549	0	TS02549	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 11'-10 15/16	305	N/R			
5.	6	TS02550	0	TS02550	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 11'-6 1/4	295	N/R			
6.	6	TS02551	0	TS02551	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 11'-1 5/8	285	N/R			
7.	6	TS02552	0	TS02552	ANGLE, DIAGONAL 2 1/2 X 2 1/2 X 1/4 X 10'-9	275	N/R			
8.					<u>SPLICE BOLTS TOP OF SECTION 05</u>					
9.	19			C40026094	BOLT ASSEMBLY, 1 1/4 ø X 5 1/2 A325	69				
10.	1 KIT				<u>HARDWARE #TK00259 SECTION 05</u>	32				
11.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
12.	13			C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	7				
13.	50			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	23				
14.	13			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2				
15.										
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		NUMBER	REV							
1.					<u>TOWER BRACING CONT'D</u>					
2.	1 KIT				<u>BRACING #04-T8300052 SECTION 04</u>	776				
3.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
4.	6	TS02517	0	TS02517	ANGLE, DIAGONAL 2 X 2 X 1/4 X 10'-3 11/16	205	N/R			
5.	6	TS02518	0	TS02518	ANGLE, DIAGONAL 2 X 2 X 1/4 X 9'-11 3/16	198	N/R			
6.	6	TS02519	0	TS02519	ANGLE, DIAGONAL 2 X 2 X 1/4 X 9'-6 11/16	190	N/R			
7.	6	TS02520	0	TS02520	ANGLE, DIAGONAL 2 X 2 X 1/4 X 9'-2 1/4	183	N/R			
8.					<u>SPLICE BOLTS TOP OF SECTION 04</u>					
9.	19			C40026094	BOLT ASSEMBLY, 1 1/4 ø X 5 1/2 A325	69				
10.	1 KIT				<u>HARDWARE #TK00259 SECTION 04</u>	32				
11.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
12.	13			C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	7				
13.	50			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	23				
14.	13			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2				
15.										
16.										
17.										
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		NUMBER	REV							
1.					TOWER BRACING CONT'D					
2.	1 KIT				BRACING #03-T8300047 SECTION 03	662				
3.					CONSISTING OF THE MATERIAL LISTED BELOW					
4.	6	TS02497	0	TS02497	ANGLE, DIAGONAL 2 X 2 X 1/4 X 8'-10 1/2	176	N/R			
5.	6	TS02498	0	TS02498	ANGLE, DIAGONAL 2 X 2 X 1/4 X 8'-6 1/8	169	N/R			
6.	6	TS02499	0	TS02499	ANGLE, DIAGONAL 2 X 2 X 1/4 X 8'-1 7/8	162	N/R			
7.	6	TS02500	0	TS02500	ANGLE, DIAGONAL 2 X 2 X 1/4 X 7'-9 11/16	155	N/R			
8.					SPLICE BOLTS TOP OF SECTION 03					
9.	19			C40026080	BOLT ASSEMBLY, 1 ø X 4 3/4 A325	44				
10.	1 KIT				HARDWARE #TK00259 SECTION 03	32				
11.					CONSISTING OF THE MATERIAL LISTED BELOW					
12.	13			C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	7				
13.	50			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	23				
14.	13			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2				
15.										
16.										
17.										
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ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	KIT	QTY. OF PKG'S.	PKG. NO.
		NUMBER	REV							
1.					<u>TOWER BRACING CONT'D</u>					
2.	1 KIT				<u>BRACING #02-T8300039 SECTION 02</u>	591				
3.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
4.	6	TS02465	0	TS02465	ANGLE, DIAGONAL 2 X 2 X 1/4 X 7'-4 1/8	146	N/R			
5.	6	TS02466	0	TS02466	ANGLE, DIAGONAL 2 X 2 X 1/4 X 7'-0 1/8	140	N/R			
6.	6	TS02467	0	TS02467	ANGLE, DIAGONAL 2 X 2 X 1/4 X 6'-8 3/16	133	N/R			
7.	6	TS02468	0	TS02468	ANGLE, DIAGONAL 2 X 2 X 1/4 X 6'-4 7/16	127	N/R			
8.	3	TS02451	0	TS02451	ANGLE, HORIZONTAL 2 X 2 X 1/4 X 4'-5 5/8	45	N/R			
9.					<u>SPLICE BOLTS TOP OF SECTION 02</u>					
10.	19			C40026079	BOLT ASSEMBLY, 1 ø X 4 1/2 A325	43				
11.	1 KIT				<u>HARDWARE #TK00146 SECTION 02</u>	35				
12.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
13.	13			C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	7				
14.	57			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	26				
15.	13			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2				
16.										
17.										
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ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	PACKING		
		NUMBER	REV					KIT	QTY. OF PKG'S.	PKG. NO.
1.					<u>TOWER BRACING CONT'D</u>					
2.	1 KIT				<u>BRACING #01-T8300032 SECTION 01-20</u>	665				
3.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
4.	24	TS02444	0	TS02444	ANGLE, DIAGONAL 2 X 2 X 5/16 X 6'-2 3/4	610	N/R			
5.	3	TS02412	0	TS02412	ANGLE, HORIZONTAL 2 X 2 X 5/16 X 4'-5 3/4	55	N/R			
6.					<u>SPLICE BOLTS TOP OF SECTION 01-20</u>					
7.	19			C40026077	BOLT ASSEMBLY, 1 ø X 4 A325	39				
8.	1 KIT				<u>HARDWARE #TK00146 SECTION 01-20</u>	35				
9.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
10.	13			C40026024	BOLT ASSEMBLY, 5/8 ø X 2 1/4 A325	7				
11.	57			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	26				
12.	13			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2				
13.										
14.										
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17.										
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		NUMBER	REV							
1.					<u>TOWER BRACING CONT'D</u>					
2.	1 KIT				<u>BRACING #01-T8300030 SECTION 01-20</u>	413				
3.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
4.	24	TS02442	0	TS02442	ANGLE, DIAGONAL 2 X 2 X 3/16 X 6'-2 3/4	379	N/R			
5.	3	TS02410	0	TS02410	ANGLE, HORIZONTAL 2 X 2 X 3/16 X 4'-5 3/4	34	N/R			
6.					<u>SPLICE BOLTS TOP OF SECTION 01-20</u>					
7.	13			C40026048	BOLT ASSEMBLY, 3/4 ø X 3 1/4 A325	11				
8.	1 KIT				<u>HARDWARE #TK00134 SECTION 01-20</u>	33				
9.					<u>CONSISTING OF THE MATERIAL LISTED BELOW</u>					
10.	13			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	6				
11.	57			C40026022	BOLT ASSEMBLY, 5/8 ø X 1 3/4 A325	25				
12.	13			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	2				
13.										
14.										
15.										
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		NUMBER	REV					KIT	QTY. OF PKG'S.	PKG. NO.
1.					TOWER BRACING CONT'D					
2.	1 KIT				BRACING #01-T8300021 SECTION 01-15	214				
3.					CONSISTING OF THE MATERIAL LISTED BELOW					
4.	18	TS02433	0	TS02433	ANGLE, DIAGONAL 2 X 2 X 1/8 X 6'-2 3/8	191	N/R			
5.	3	TS02409	0	TS02409	ANGLE, HORIZONTAL 2 X 2 X 1/8 X 4'-5 3/4	23	N/R			
6.	1 KIT				HARDWARE #TK00257 SECTION 01-15	26				
7.					CONSISTING OF THE MATERIAL LISTED BELOW					
8.	10			C40026023	BOLT ASSEMBLY, 5/8 ø X 2 A325	5				
9.	45			C40026022	BOLT ASSEMBLY, 5/8 ø X 1 3/4 A325	20				
10.	10			C40047003	RINGFILL, 3/8 THICK - 5/8 ø BOLT	1				
11.										
12.										
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		NUMBER	REV							
1.					<u>SAFETY CLIMB MATERIAL</u>					
2.	1 KIT			C30012054	200' TUF-TUG SAFETY CLIMB MATERIAL	91				
3.										
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		NUMBER	REV							
1.					<u>CLIMBING LADDER (SEE DWG 122944-CL1)</u>					
2.	8	CW00031	2	CW00031	WELDMENT, 20 FT. CLIMBING LADDER 12" WIDE	598	N/R			
3.	1	CW00029	2	CW00029	WELDMENT, 10 FT. CLIMBING LADDER 12" WIDE	37	N/R			
4.	1	CW00028	2	CW00028	WELDMENT, 5 FT. CLIMBING LADDER 12" WIDE	19	N/R			
5.	20	CS00037	2	CS00037	PLATE, LADDER SPLICE	8	N/R			
6.	2	CS00242	1	CS00242	ANGLE, LADDER BASE SUPPORT	15	N/R			
7.	44	CS00169	2	CS00169	CLIP, LADDER ATTACHMENT	24	N/R			
8.										
9.					<u>LADDER HARDWARE (SEE DWG 122944-CL1)</u>					
10.	14			C40039002	J-BOLT ASSEMBLY, 3/8 ø X 7 1/4 I.L.	5				
11.	30			C40039001	J-BOLT ASSEMBLY, 3/8 ø X 5 3/4 I.L.	9				
12.	40			C40024004	BOLT ASSEMBLY, 3/8 ø X 1 1/2 GRD 5	4				
13.										
14.										
15.										
16.										
17.										
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CUSTOMER BOONE COUNTY

SITE COUNTY DRIVE, MO

B.O.M. 175 FT. MODEL S3R-SD SELF-SUPPORTING TOWER

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PACKING

ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	KIT	QTY. OF PKG'S.	PKG. NO.
		NUMBER	REV							
1.					<u>WAVEGUIDE LADDER (SEE DWG 122944-WG1)</u>					
2.	16	CS00146	2	CS00146	ANGLE, WAVEGUIDE LADDER RAIL 20 FT. W/4 FT. RUNG SPC	480	N/R			
3.	2	CS00148	2	CS00148	ANGLE, WAVEGUIDE LADDER RAIL 10 FT. W/4 FT. RUNG SPC	30	N/R			
4.	2	CS00149	2	CS00149	ANGLE, WAVEGUIDE LADDER RAIL 5 FT. W/3 FT. RUNG SPC	15	N/R			
5.	45	CS00151	2	CS00151	ANGLE, WAVEGUIDE SUPPORT (12 HOLE)	171	N/R			
6.	20	CS00037	2	CS00037	PLATE, LADDER SPLICE	8	N/R			
7.	44	CS00169	2	CS00169	CLIP, LADDER ATTACHMENT	24	N/R			
8.										
9.					<u>LADDER HARDWARE (SEE DWG 122944-WG1)</u>					
10.	14			C40039002	J-BOLT ASSEMBLY, 3/8 ø X 7 1/4 I.L.	5				
11.	30			C40039001	J-BOLT ASSEMBLY, 3/8 ø X 5 3/4 I.L.	9				
12.	135			C40024004	BOLT ASSEMBLY, 3/8 ø X 1 1/2 GRD 5	14				
13.										
14.										
15.										
16.										
17.										
18.										
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PACKING

ITEM NO.	NO. REQ'D.	DRAWING		PART NO.	DESCRIPTION	TOTAL WEIGHT LBS.	PAINT	PACKING		
		NUMBER	REV					KIT	QTY. OF PKG'S.	PKG. NO.
1.					<u>FIXED PLATFORM @ 175' (SEE DWG 9028866)</u>					
2.	1 KIT			CK00015	<u>ROTABLE/FIXED PLATFORM ANGLE KIT</u>	1178				
3.	3	CS00321	0	CS00321	ANGLE, TOP CHORD 3 1/2 X 3 1/2 X 3/8 X 14'-5	382	N/R			
4.	3	CS00322	0	CS00322	ANGLE, BOT CHORD 3 1/2 X 3 1/2 X 3/8 X 14'-5	382	N/R			
5.	18	CS00323	0	CS00323	ANGLE, DIAGONAL 2 X 2 X 3/16 X 2'-9	126	N/R			
6.	6	CS00320	0	CS00320	ANGLE, CORNER SUPPORT (SHORT) 6 X 4 X 3/8 X 1'-0 3/4	82	N/R			
7.	6	CS00324	0	CS00324	ANGLE, CORNER SUPPORT (LONG) 3 X 3 X 1/4 X 4'-11 3/4	152	N/R			
8.	9	CS00319	0	CS00319	ANGLE, VERTICAL (BOOM) 2 X 2 X 3/16 X 2'-4 1/2	54	N/R			
9.					<u>MISCELLANEOUS FRAMING MATERIAL</u>					
10.	6	CS00416	0	CS00416	ANGLE, LEG MOUNT	39	N/R			
11.	3	CS00311	0	CS00311	ANGLE, TOP CHORD BOOM 3 1/2 X 3 1/2 X 3/8 X 6'-7 1/2	169	N/R			
12.	3	CS00314	0	CS00314	ANGLE, BOT CHORD BOOM 3 1/2 X 3 1/2 X 3/8 X 6'-7 1/2	169	N/R			
13.	6	CS00317	0	CS00317	ANGLE, DIAGONAL BOOM 2 X 2 X 3/16 X 3'-7 3/8	53	N/R			
14.					<u>ANTENNA MOUNTING PIPE</u>					
15.	18	CS00265	0	CS00265	ANGLE, PIPE MOUNT 4 X 3 X 1/4 X 0'-6 1/4	56	N/R			
16.	9			C10981224	PIPE, 2 3/8" O.D. X .134 X 10'-0	289				
17.					<u>PLATFORM GRATING</u>					
18.	3	C20137005	0	C20137005	PLATFORM, GRATING 14 GA. X 2 X 18 3/4 X 8'-6	161	N/R			
19.										
20.										

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		NUMBER	REV							
1.					Z-BRACKET PIPE MOUNTS @ 175' (SEE DWG 122944-PM1)					
2.	3 KITS			C10173003	STRAIGHT LEG PIPE MOUNT KIT	201				
3.	3			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	175				
4.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				
5.										
6.					Z-BRACKET PIPE MOUNTS @ 165' (SEE DWG 122944-PM1)					
7.	2 KITS			C10173003	STRAIGHT LEG PIPE MOUNT KIT	134				
8.	2			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	116				
9.	8			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	17				
10.										
11.					STIFFARM MOUNT FOR PIPE MOUNT @ 165'					
12.					(SEE DWG 122944-DT1)					
13.	1 KIT			C10105019	DISH MOUNT TIEBACK ASSEMBLY	131				
14.										
15.					Z-BRACKET PIPE MOUNTS @ 150' (SEE DWG 122944-PM2)					
16.	2 KITS			C10173009	STRAIGHT LEG PIPE MOUNT KIT	137				
17.	2			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	116				
18.	8			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	17				
19.										
20.										

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		NUMBER	REV							
1.					STIFFARM MOUNT FOR PIPE MOUNT @ 150'					
2.					(SEE DWG 122944-DT2)					
3.	1 KIT			C10105021	DISH MOUNT TIEBACK ASSEMBLY	132				
4.										
5.					Z-BRACKET PIPE MOUNT @ 135' (SEE DWG 122944-PM3)					
6.	2 KITS			C10173021	STRAIGHT LEG PIPE MOUNT KIT	138				
7.	2			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	116				
8.	8			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	17				
9.										
10.					STIFFARM MOUNT FOR PIPE MOUNT @ 135'					
11.					(SEE DWG 122944-DT3)					
12.	1 KIT			C10105024	DISH MOUNT TIEBACK ASSEMBLY	133				
13.										
14.					3' SIDEARM MOUNTS @ 100' (SEE DWG 122944-SA1)					
15.	3 KITS			C10151103	3 FT. SIDEARM ASSEMBLY	245				
16.	3 KITS			C10900105	PIPE ANTENNA MOUNTING KIT 2 3/8 ø X 5'-0	58				
17.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				
18.										
19.										
20.										

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		NUMBER	REV							
1.					<u>Z-BRACKET PIPE MOUNTS FOR SIDEARMS @ 100'</u>					
2.					<u>(SEE DWG 122944-PM4)</u>					
3.	3 KITS			C10174028	TAPERED LEG PIPE MOUNT KIT	192				
4.	3			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	175				
5.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				
6.										
7.					<u>SWIVEL KNUCKLE TIEBACKS FOR SIDEARMS @ 100'</u>					
8.					<u>(SEE DWG 122944-ST1)</u>					
9.	3 KITS			C10179002	SWIVEL KNUCKLE TIEBACK KIT 2 3/8 ø PIPE X 13'-3	210				
10.										
11.					<u>3' SIDEARMS MOUNTS @ 50' (SEE DWG 122944-SA1)</u>					
12.	3 KITS			C10151103	3 FT. SIDEARMS ASSEMBLY	245				
13.	3 KITS			C10900105	PIPE ANTENNA MOUNTING KIT 2 3/8 ø X 5'-0	58				
14.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				
15.										
16.					<u>Z-BRACKET PIPE MOUNTS FOR SIDEARMS @ 50'</u>					
17.					<u>(SEE DWG 122944-PM5)</u>					
18.	3 KITS			C10174032	TAPERED LEG PIPE MOUNT KIT	193				
19.	3			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	175				
20.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				

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		NUMBER	REV							
1.					<u>3' SIDEARM MOUNTS @ 30' (SEE DWG 122944-SA1)</u>					
2.	3 KITS			C10151103	3 FT. SIDEARM ASSEMBLY	245				
3.	3 KITS			C10900105	PIPE ANTENNA MOUNTING KIT 2 3/8 ø X 5'-0	58				
4.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				
5.										
6.					<u>Z-BRACKET PIPE MOUNTS FOR SIDEARMS @ 30'</u>					
7.					<u>(SEE DWG 122944-PM6)</u>					
8.	3 KITS			C10174039	TAPERED LEG PIPE MOUNT KIT	195				
9.	3			C10981407	ANTENNA MTG. PIPE 4 1/2" X 7'-0"	175				
10.	12			C40034032	U-BOLT ASSEMBLY 5/8 ø X 5 3/16 C-C	26				
11.										
12.										
13.										
14.										
15.										
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		NUMBER	REV							
1.					<u>HARDWARE</u>					
2.	110			C40026023	BOLT ASSEMBLY, 5/8 ϕ X 2 A325	51				
3.	70			C40026022	BOLT ASSEMBLY, 5/8 ϕ X 1 3/4 A325	31				
4.	15			C40024013	BOLT ASSEMBLY, 3/8 ϕ X 3 3/4 GR 5	2				
5.										
6.	15			C40046001	FENDER WASHER, 3/8 X 1 1/2 X .097 H.D.G.	1				
7.	15			C40031001	FLATWASHER, 3/8 ϕ HARDENED ASTM F436	1				
8.										
9.	13			C40034021	U-BOLT ASSEMBLY 5/8 ϕ X 2 7/16 C-C	17				
10.	19			C40034023	U-BOLT ASSEMBLY 5/8 ϕ X 3 1/16 C-C	32				
11.										
12.										
13.										
14.										
15.										
16.	1			C40068001	CAN OF COLD GALV. SPRAY	1				
17.										
18.	1	CS00500	0	CS00500	TOWER NAME PLATE	1				
19.										
20.					REFERENCE DRAWING: 122944-MS					

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GEOTECHNICAL ENGINEERING REPORT
FOR
BOONE COUNTY JOINT COMMUNICATIONS

175' TALL SELF-SUPPORT
911 RADIO TOWER
COLUMBIA, MISSOURI

JANUARY 30, 2015

Crockett GTL Project Number: G14076.1

500 Big Bear Blvd. • Columbia, MO 65202
Phone: 573-447-3981
www.CrockettGTL.com

CROCKETT

GEOTECHNICAL - TESTING LAB

500 Big Bear Boulevard
Columbia, Missouri 65202
(573) 447-3981

January 30, 2015

Boone County Joint Communications
17 N. 7th Street
Columbia, MO 65201

Attn: Mr. Dave Dunford

Re: Geotechnical Engineering Report
175' Tall Self-Support 911 Radio Tower
Columbia, Missouri
Crockett GTL Project Number: G14076.1

Dear Mr. Dunford.

Crockett Geotechnical - Testing Lab (Crockett GTL) has completed the geotechnical engineering services for the referenced project. This report should be read in its entirety. Our services were performed in general accordance with our emailed proposal scope dated December 18, 2014. This report presents the results of our field explorations, laboratory testing, and recommendations for design and construction of the referenced project.

Please note this is a revised report to replace the report dated January 26, 2015. The revision was made to correct the tower height.

We appreciate the opportunity to be of service and look forward to working with you during the construction phase of this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,



Shane Steinman, E.I.
Project Manager



Eric H. Lidholm, P.E.
Principal Engineer
Missouri: E-23265



Enclosures

cc: 1 - Client (.PDF)
1 - File

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APPENDIX

- Site Location Map
- Boring Location Plan
- Boring Logs
- Boring Log Legend and Nomenclature

Geotechnical Engineering Report
175' Tall Self-Support 911 Radio Tower
Columbia, Missouri
Crockett GTL Project Number: G14076.1
January 30, 2015

1 INTRODUCTION

Crockett Geotechnical - Testing Lab (CGTL) has conducted a geotechnical exploration for the proposed development. The purpose of our exploration was to:

- characterize and evaluate the subsurface conditions,
- provide design and construction recommendations for:
 - earthwork
 - foundations
 - seismic considerations

Our services were performed in general accordance with our emailed proposal scope dated December 18, 2014.

2 SITE AND PROJECT INFORMATION

2.1 SITE LOCATION AND DESCRIPTION

Item	Description
Location	A new self-support tower (SST) will be located near existing Boone County Sherriff's office at 2121 County Drive in Columbia, Missouri.
Approximate GPS Coordinates	Latitude: 39.004478° Longitude: -92.308318°
Existing improvements	This tower site is undeveloped.
Current ground cover	Lawn area.
Existing topography	Relatively level at the tower site.

2.2 PROJECT DESCRIPTION

Item	Description
Proposed structures	Self-Support Tower, 175 feet tall
Estimated loads (assumed)	Vertical: 200 kips Shear: 19 kips Moment: N/A Uplift: 150 kips
Grading (approximate)	For this proposal we have assumed site grading to consist of less than approximately 2 feet of fill and up to 10 feet of cut.
Cut and fill slopes	Final slopes are assumed to be no steeper than 3H:1V (Horizontal to Vertical)
Free-standing retaining walls	None.
Below grade areas	None.

3 SUBSURFACE CONDITIONS

3.1 FIELD EXPLORATION AND LABORATORY TESTING

One (1) boring was drilled for this project at the approximate location indicated on the Boring Location Plan included in the Appendix of this report. The boring location was designated by client and was staked in the field by others. The boring elevation was estimated by using the topographic information available on the Boone County Parcel Viewer [website](#). The boring location should be considered accurate only to the degree implied by the means and methods used to define them.

The boring was drilled with a truck mounted drill rig. Representative samples were obtained using thin-walled tube and split-barrel tube sampling procedures.

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. Information provided on the boring log attached to this report includes soil descriptions, consistency evaluations, boring depth, sampling intervals, and groundwater conditions. The boring was backfilled with auger cuttings prior to the drill crew leaving the site.

The field log was prepared by the drill crew. The final boring log included with this report represents the engineer's interpretation of the field log and includes modifications based upon laboratory tests and observation made of the samples. The descriptions of the soil on the final

boring log is in general accordance with the Unified Soil Classification System which is included in the Appendix of this report.

Detailed information regarding the material encountered and the results of field sampling and laboratory testing are shown on the Boring Logs included in the Appendix of this report.

3.2 ENCOUNTERED SUBSURFACE CONDITIONS

Topsoil was encountered to a depth of about 6-inches. Topsoil thickness should be expected to vary elsewhere on the site.

Below the surficial material was undocumented fill which was underlain by topsoil. The undocumented fill extended to an approximate depth of 9 feet. The underlying buried topsoil was about 1-foot in thickness. The buried topsoil was low strength and extremely brittle.

Underlying the buried topsoil was lean to fat clay that was visually identified as glacial drift. Cobbles and boulders were encountered within the glacial drift from about 22 to 27 feet in depth. The boring terminated within the glacial drift upon achieving split-spoon sampler refusal at a depth of 39.6 feet.

Detailed descriptions of the encountered materials are listed on the boring log included in the Appendix of this report. Strata lines indicate the approximate location of changes in material types. The transition between material types may be gradual.

3.3 GROUNDWATER

Groundwater was not encountered in the boring while drilling, at completion of drilling, or for the short duration the boring was allowed to remain open after the completion of drilling. However, this does not necessarily mean the boring terminated above groundwater. Due to the low permeability of the soils encountered in the borings, a relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole in these materials.

Pockets, lenses, and stringers of sand are sometimes encountered in the glacial soils found in the vicinity of the referenced project. These sand pockets are normally discontinuous and often contain water of variable quality and quantity. These sand pockets may be encountered during foundation excavation.

Perched groundwater can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. This possibility should be considered when developing design and construction plans and specifications for the project. Groundwater levels depend on seasonal and climatic variations and may be present at different levels in the future. In addition,

without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils.

The boreholes were backfilled prior to departing the project site. Groundwater records are indicated on the boring logs included in the Appendix of this report.

4 GEOTECHNICAL RECOMMENDATIONS

4.1 EARTHWORK

At the completion of stripping and grubbing, we recommend the exposed subgrade be thoroughly evaluated before the start of any fill operations. We recommend the geotechnical engineer be retained to evaluate the bearing material for the foundations and subgrade soils. Subsurface conditions, as identified by the field and laboratory testing programs have been reviewed and evaluated with respect to the proposed project plans known to us at this time.

4.1.1 Existing Undocumented Fill and Buried topsoil

Existing undocumented fill and buried topsoil was encountered to about 10 feet in depth in the boring. The undocumented fill and buried topsoil is not suitable for the support of shallow foundations and should be removed and replaced with new structural fill if a shallow foundation system is utilized to support the proposed self-support tower. The overexcavation should occur under all foundations and should extend at least 5 feet outside of the shallow foundation footprint.

Based upon what was encountered in the boring, it appears then existing undocumented fill would be suitable for reuse as new structural fill if moisture conditioned and recompacted. We recommend the owner establish unit rates for complete removal and replacement of the undocumented fill.

The undocumented fill and buried topsoil could remain in place should a drilled pier foundation system be used.

4.1.2 Site Preparation

All existing utility backfill, and any otherwise unsuitable material should be removed from the construction areas prior to placing structural fill. After stripping and grubbing, the site should be proofrolled to aid in locating loose or soft areas. Proofrolling can be performed with a loaded tandem axle dump truck. Soft, wet, dry and low-density soil should be removed or be moisture conditioned and recompacted in place as structural fill prior to placing new structural fill.

Where fill is placed on existing slopes steeper than 5H:1V, benches should be cut into the existing slopes prior to fill placement. The benches should have a vertical face height of 1 to 3 feet and should be cut wide enough to accommodate the compaction equipment. We recommend structural fill slopes be overfilled and then cut back to develop an adequately compacted slope face.

4.1.3 Structural Fill Requirements

Compacted structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted for evaluation prior to use.

Structural Fill Requirements		
Material Type	USCS Classification	Acceptable Uses
Lean Clay and Clayey Sand	CL & SC (LL<40)	All locations
Lean to Fat Clay	CL-CH (40<LL<50)	All locations
Fat Clay	CH (LL≥50+)	All locations
Soil Fill Lift Thickness	9 inches or less when using heavy self-propelled compaction equipment 6-inches or less when using hand guided or light self-propelled equipment	
Soil Compaction Requirements	95% of standard Proctor dry density (ASTM D-698)	
Compaction Moisture Content Requirements	<ul style="list-style-type: none"> • Cohesive Optimum moisture content to 4% above the standard Proctor optimum moisture content • Granular Workable moisture content. Shall not pump when proofrolled 	

4.1.4 Grading and Drainage

Final surrounding grades should be sloped away from the structure on all sides to prevent ponding of water. Collected water should discharge at least 10 feet beyond the footprint of the tower support structure.

4.1.5 Earthwork Construction

In periods of dry weather, the surficial soils may be of sufficient strength to allow fill construction on the stripped and grubbed ground surface. However, unstable subgrade conditions could develop if the soils are wet or subjected to repetitive construction traffic. Should unstable subgrade conditions be encountered, stabilization measures will need to be employed.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of floor slabs and pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to floor slab and pavement construction.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork/fill placement and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction of building floor slabs.

4.2 FOUNDATION RECOMMENDATIONS

The subsurface data obtained from the boring was analyzed to evaluate potential foundation design alternatives. It is our professional opinion the self-support tower can be supported by either a shallow, spread footing foundation system bearing on newly placed compacted structural fill or by a drilled pier foundation system bearing within the native clay. The equipment building can be supported by a shallow foundation system bearing on stiff native clay or compacted structural fill. Design recommendations and construction considerations for shallow foundations follow:

4.2.1 Shallow Foundation Design Recommendations

Shallow Foundation Design Recommendations	
Net allowable bearing pressure – Tower ¹	2,500 psf ¹
Net allowable bearing pressure – Equipment Building ²	1,500 psf ²
1. Assumes the existing undocumented fill and buried topsoil has been remediated as described in section 4.1.1 of this report. 2. Assumes equipment building will bear on the undocumented fill.	
Allowable overstress for transient loads (i.e. snow, wind, seismic)	33%
Ultimate passive pressure (equivalent fluid pressure)	270 pcf
1. The sides of the spread footing foundation excavations must be nearly vertical and the concrete should be placed neat against the vertical faces for the passive earth pressure values to be valid. 2. Passive resistance in the frost zone should be neglected. 3. Some movement of the footing will be required to mobilize resistance from passive pressure and sliding friction.	
Coefficient of sliding friction	0.32

Shallow Foundation Design Recommendations	
Minimum embedment below finished grade for frost protection	30 inches
Approximate Settlement <ul style="list-style-type: none"> • Total • Differential 1. Foundation settlement will depend upon the variations within the subsurface soil profile, the towers structural loading conditions, the embedment depth of the footings, the thickness of compacted fill (if any), and the quality of the earthwork operations.	< 1 inch < 3/4 inch

Uplift resistance for spread footing foundations may be computed as the sum of the effective weight of the foundation element and the effective weight of the soil overlying the foundation. We recommend using a soil unit weight of 120 pounds per cubic foot (pcf) for structural fill overlying the footing placed as described in this section of this report. A unit weight of 150 pcf could be used for reinforced footing concrete. We recommend a minimum factor of safety of 1.5 be utilized for uplift calculations.

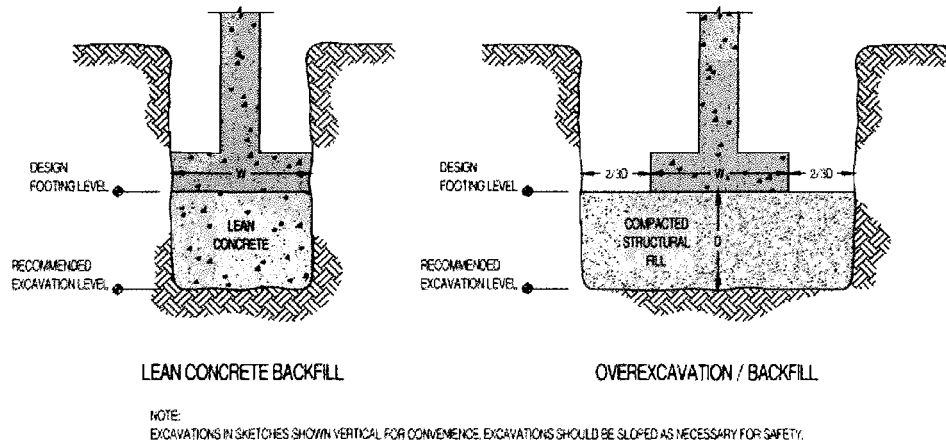
4.2.2 Shallow Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose soil and rock prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soil at the foundation bearing level become excessively dry, disturbed, saturated, or frozen the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period of time. It is recommended the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

Although groundwater was not encountered at or above the anticipated shallow foundation bearing elevation, it may be encountered during foundation excavation. In addition, some surface and/or perched groundwater may enter foundation excavations during construction. It is anticipated any water entering foundation excavations from these sources can be removed using sump pumps or gravity drainage.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings should bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The footings could also bear on properly compacted backfill extending down to the suitable soils. Overexcavation for compacted backfill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation with well graded

granular material placed in lifts of 9 inches or less in loose thickness and compacted to at least 98 percent of the material's maximum standard effort maximum dry density (ASTM D 698). The lean concrete backfill and overexcavation-and-backfill procedures are described in the diagram below.



4.2.3 Drilled Pier Foundation Design Recommendations

The proposed structure can be founded on straight shaft drilled piers bearing in suitable glacial drift. The design parameters provided in the following table are based on the results of field and laboratory testing, published values, and our past experience with similar soil conditions.

Approximate Depth (feet) ¹	Allowable Skin Friction (psf) ²	Allowable End Bearing Pressure (psf) ³	Allowable Passive Pressure (psf) ²	Cohesion (psf)	Strain ϵ_{50} (in./in) ⁴	Lateral Subgrade Modulus (pci) ⁴
0 - 3	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
3 - 9	200 ²	NR ⁵	1,000	1,000	0.012	250
9 - 10	80 ²	NR ⁵	400	400	0.018	50
10 - 28	550 ²	8,000 ³	2,750	2,750	0.006	900
28 - 40	800 ²	12,000	4,000	4,000	0.005	1,300

1. A moist unit weight of 120 psf can be used for soil.
 CGTL should observe pier excavations to evaluate whether conditions are consistent with those encountered in our boring.

2. The skin friction and passive pressure values are based on a constant (rectangular) pressure distribution for cohesive soils and bedrock.

Skin friction and passive pressure should be neglected within 3 feet of the final grade.

3. Minimum pier length of 4 diameters or 15 feet, whichever is greater, is required. CGTL should be contacted if the pier length is less than four times the pier diameter as modifications to our design parameters may be warranted.
4. Lateral subgrade modulus and strain values are to be utilized with LPILE software.
5. NR = Not Recommended

Drilled piers should have a minimum shaft diameter of 30 inches. The above-indicated cohesion values are ultimate values without factors of safety. The end bearing, skin friction, and passive resistance are allowable parameters with factors of safety. The values given in the above table are based on our boring and past experience with similar material types.

4.2.4 Drilled Pier Foundation Construction Considerations

Cobbles and boulders were encountered in the borehole. Because of this, difficult pier drilling conditions could be encountered. Special drilling techniques may be required to penetrate potential gravel and cobble/boulder zones that could be encountered in the glacial drift materials.

Temporary casing may be needed to advance drilled pier excavations. Temporary casing should also be installed when personnel enter the shafts to clean and/or test the bearing surface.

For proper performance of the drilled pier foundation system, it is critical for the bottom of pier excavations to be cleaned of any water and loose material prior to placing reinforcing steel and concrete. A minimum shaft diameter of at least 30 inches is required for entry of construction and testing personnel, and to facilitate clean-out and possible dewatering of the pier excavation.

Concrete should be placed soon after excavating to minimize bearing surface disturbance. Any water accumulating in the pier excavation should be pumped from the excavation or the water level should be allowed to stabilize and then concrete should be placed using the tremie method.

If concrete will be placed as the temporary casing is being removed, we recommend the concrete mixture be designed with a slump of about 5 to 7 inches to reduce the potential for arching when removing the casing. While removing the casing from a pier excavation during concrete placement, the concrete inside the casing should be maintained at a sufficient level to resist any earth and hydrostatic pressures outside the casing during the entire casing removal procedure.

We recommend a CGTL engineer or their representative be present on a full-time basis during drilling activities to evaluate the materials removed from the drilled pier excavations to determine when adequate capacity has been developed, to observe the base of the drilled pier to

determine that the cuttings have been adequately removed, and also to observe the concreting techniques.

Although obvious signs of harmful gases such as methane, carbon monoxide, etc., were not noted in the boring during the geotechnical drilling operations, gas could be encountered in the drilled shaft excavations during construction. The contractor should check for gas and/or oxygen deficiency prior to any workers entering the excavation for observation and manual cleanup.

4.3 SEISMIC CONSIDERATIONS

The 2012 International Building Code requires the average properties in the upper 100 feet of the subsurface profile a site profile determination extending a depth of 100 feet for seismic site classification. The drilling scope performed for this project had one boring that extended to a maximum depth of approximately 40 feet.

Seismic Site Classification	
Code Used	2012 International Building Code (IBC)
Site Classification	D

Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

5 GENERAL COMMENTS

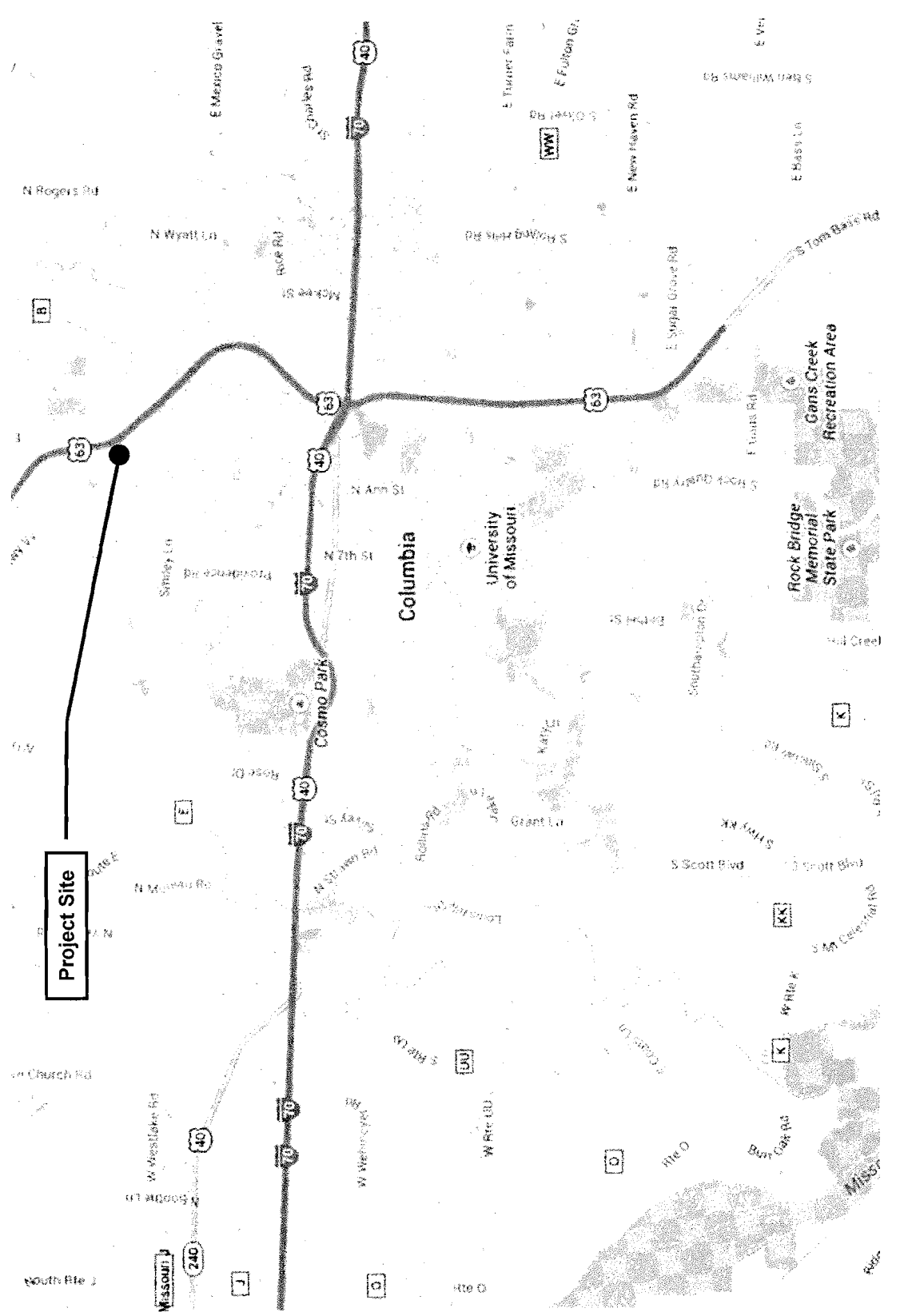
The recommendations provided herein are for the exclusive use of our client. Our recommendations are specific only to the project described herein and are not meant to supersede more stringent requirements of local ordinances or codes. The recommendations are based on subsurface information obtained at our boring locations, sample locations, our understanding of the project as described in this report, and geotechnical engineering practice consistent with the current standard of care. No warranty is expressed or implied. CGTL should be contacted if conditions encountered are not consistent with those described.

CGTL should be provided with a set of final plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly and to assess the need for additional exploration or analysis. Failure to provide these documents to

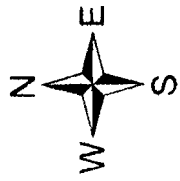
CGTL may nullify some or all of the recommendations provide herein. In addition, any changes in the planned project or changes in site conditions may require revised or additional recommendations on our part.

The final part of our geotechnical service should consist of direct observation during construction to observe that conditions actually encountered are consistent with those described in this report and to assess the appropriateness of the analyses and recommendations contained herein. CGTL cannot assume liability or responsibility for the adequacy of recommendations without being retained to observe construction.

APPENDIX



Project Site



SITE LOCATION MAP

**175' TALL SELF-SUPPORT 911 RADIO TOWER
COLUMBIA, MISSOURI**

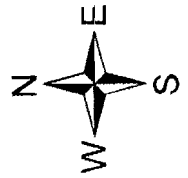
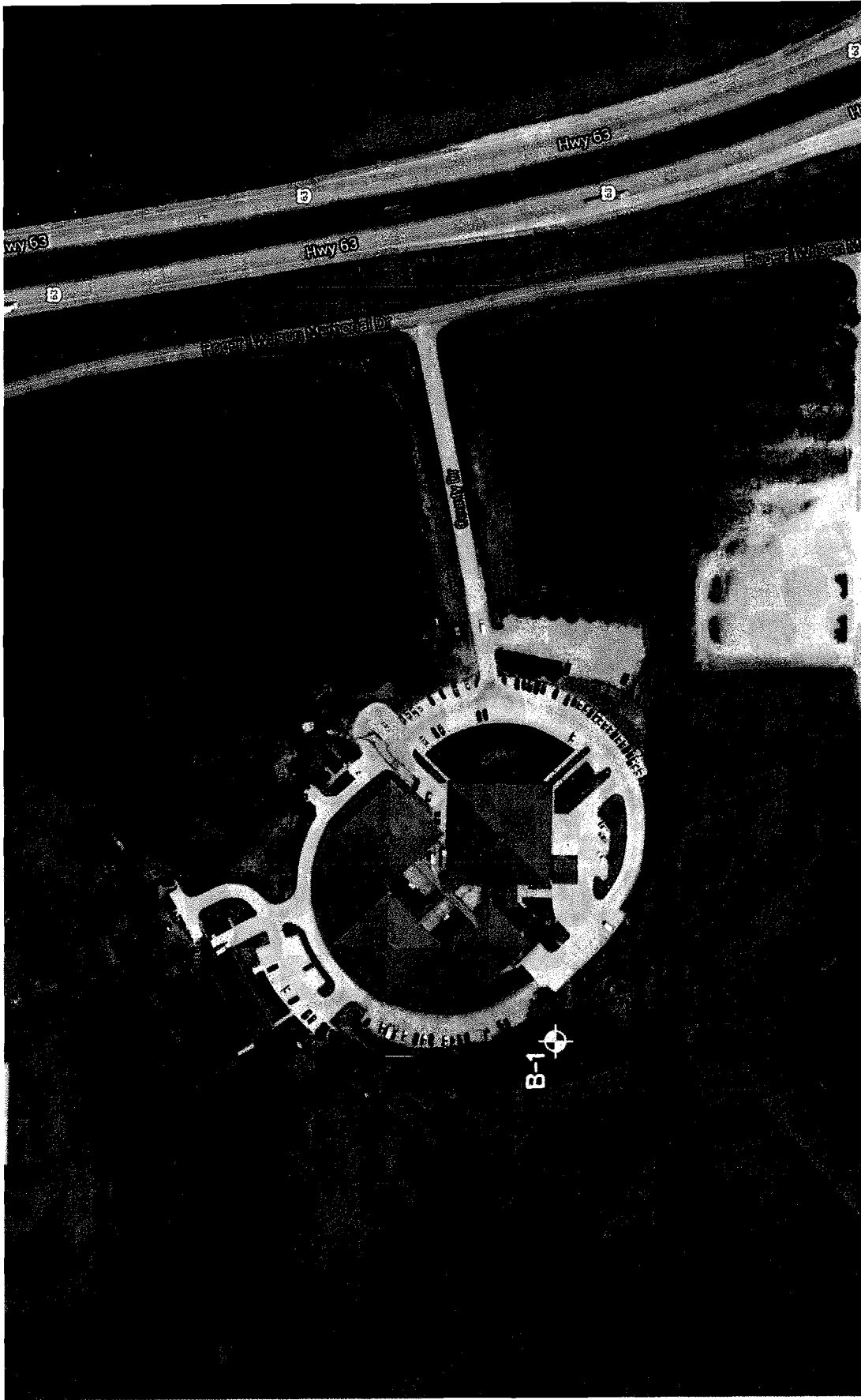
Prepared By:



GEOTECHNICAL - TESTING LAB

500 Big Bear Blvd.
Columbia, MO 65202
573-447-3981
www.CrockettGTL.com

PROJECT NO.: G14076.1



Prepared By:
CROCKETT
GEOTECHNICAL - TESTING LAB
500 Big Bear Blvd.
Columbia, MO 65202
573-447-3981
www.CrockettGTL.com

BORING LOCATION PLAN

175' TALL SELF-SUPPORT 911 RADIO TOWER
COLUMBIA, MISSOURI

PROJECT NO.: G14076.1

Crockett Geotechnical - Testing Lab
 500 Big Bear Boulevard
 Columbia, MO 65202
 Telephone: 573-447-3981



CLIENT Columbia/Boone County Joint Communications
 PROJECT NUMBER G14076.1
 DATE STARTED 1/16/15 COMPLETED 1/16/15
 DRILLING CONTRACTOR IPES
 DRILLING METHOD 4" SSA
 LOGGED BY Lidholm CHECKED BY Lidholm
 NOTES Borehole backfilled upon completion

PROJECT NAME 911 Self Support Radio Tower
 PROJECT LOCATION Columbia, Missouri
 GROUND ELEVATION 796 ft HOLE SIZE 4"
 GROUND WATER LEVELS:
 AT TIME OF DRILLING Not Encountered
 AT END OF DRILLING Not Encountered
 AFTER DRILLING Not Encountered

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0												
0.5		TOPSOIL (6-inches)	ST 1	14		2000			20			
1.0		UNDOCUMENTED FILL: Fat clay, brown with gray, trace sand and gravel, trace rust stains	ST 2	24		2500	1740	104	23			
9.0		TOPSOIL (12-inches): Dark brown to black, root hairs, friable	ST 3A	12		2000	1590	98	25			
10.0		Organic Content = 3.4%	ST 3B	12					22			
15		LEAN TO FAT CLAY: Brown, trace to with gray, trace to with sand and gravel, trace rust stains, very stiff (glacial drift)	ST 4	22		6500	6510	114	18			
20		---: with cobbles and occasional boulders from 22' to 27'	SPT 5	18	9-11-14 (25)	5500			20			
25			SPT 6	17	5-20-50/4"	6500			22			
30		LEAN TO FAT CLAY: Dark brown, trace gray, trace to with sand and gravel, very stiff to hard (glacial drift)	SPT 7	13	17-12-16 (28)	9000			17			
35			SPT 8	18	8-10-13 (23)	9000			22			
39.6		Split Spoon Sampler Refusal on Apparent Boulder at 39.6 feet. Bottom of borehole at 39.6 feet.	SPT 9	10	8-25-50/1"	8000			20			

BORING LOG LEGEND AND NOMENCLATURE

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASYM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psf
Very Soft	0 - 2	0 - 500
Soft	2 - 3	500 - 1,000
Medium	4 - 9	1,000 - 2,000
Stiff	10 - 29	2,000 - 4,000
Very Stiff	30 - 49	4,000 - 8,000
Hard	50+	8,000+

USCS Soil Classification System						
Major Divisions		Group Symbol		Group Name		
coarse grained soils more than 50% retained on #200 sieve	gravel >50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel <5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel		
		gravel with >12% fines	GP	poorly graded gravel		
		sand >50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GM	silty gravel	
			sand with >12% fines	GC	clayey gravel	
	fine grained soils more than 50% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SW	well-graded sand, fine to coarse sand	
				SP	poorly graded sand	
			silt and clay liquid limit ≥ 50	inorganic	SM	silty sand
					SC	clayey sand
highly organic soils		inorganic	ML	silt		
			CL	clay		
		organic	OL	organic silt, organic clay		
			OH	organic clay, organic silt		
PT	peat					

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but or short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very poor

Joint, Bedding, and Foliation Spacing in Rock		
Spacing	Joints	Bedding/Foliation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
>10-feet	Very Wide	Very thick

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Bond No. 1001055346

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Mercury Communications, Inc. dba Mercury Communications and Construction, Inc.

as Principal, hereinafter called Contractor, and American Contractors Indemnity Company

a Corporation, organized under the laws of the State of California
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 Eighty Four Thousand Seven Hundred Twenty Five and 00/100 Dollars, (\$84,725.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 10/28/2015 entered into a Contract with Owner for:

**BID NUMBER 63-15OCT15
RADIO TOWER FOUNDATION AND SITE CONSTRUCTION FOR THE
EMERGENCY COMMUNICATION CENTER
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.

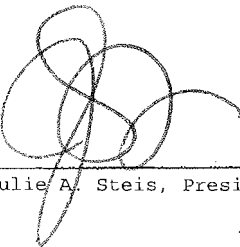
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

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 1710 N. Douglas Dr., Suite 110, Golden Valley, MN 55422, on this 5th day of November, 2015.

Mercury Communications, Inc. dba Mercury Communications and Construction, Inc.
(Contractor)

(SEAL)

BY:



JULIE A. STEIS

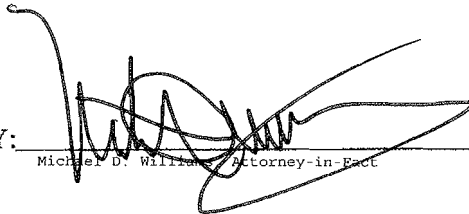
Julie A. Steis, President

American Contractors Indemnity Company

(Surety Company)

(SEAL)

BY:



Michael D. Williams, Attorney-in-Fact

(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: Jeremy Crawford

Phone Number: (763) 543-6993

Address: 1710 N. Douglas Dr., Suite 110

Golden Valley, MN 55422

An Affirmative Action/Equal Opportunity Institution

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

Bond No. 1001055346

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
Mercury Communications, Inc. dba Mercury Communications and Construction, Inc.,
as Principal, hereinafter called Contractor, and _____
American Contractors Indemnity Company

_____ a corporation organized under the laws of the State of _____ California _____,
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
Eighty Four Thousand Seven Hundred Twenty Five and 00/100 DOLLARS

(\$ _____ 84,725.00 _____), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated _____ 10/28/2015 _____ entered
into a contract with Owner for

**BID NUMBER 63-15OCT15
RADIO TOWER FOUNDATION AND SITE CONSTRUCTION FOR THE
EMERGENCY COMMUNICATION CENTER
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 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 1710 N. Douglas Dr., Suite 110, Golden Valley, MN 55422 on this 5th day of November 20 15.

CONTRACTOR Mercury Communications, Inc. dba Mercury Communications and Construction, Inc. (SEAL)

BY: Julie A. Steis, President *Julie A. Steis*

SURETY COMPANY American Contractors Indemnity Company

BY: (Attorney-In-Fact) Michael D. Williams, Attorney-In-Fact *[Signature]*

BY: _____
(Missouri Representative)

(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).

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemeec, Tanya Fukushima or William Gerber of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of November, 2015.

Corporate Seals



[Signature]
Michael Chalekson, Assistant Secretary

Bond No. 1001055346
Agency No. 8219

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2015

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

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

PRODUCER BB&T-Atlantic Risk Management 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	CONTACT NAME: Kim Calhoun
	PHONE (A/C, No, Ext): 410-480-4438 FAX (A/C, No): 866-549-3345 E-MAIL ADDRESS: kimberly.calhoun@bbandt.com
INSURED Mercury Communications Inc dba Mercury Construction 1710 Larkin Williams Road Fenton, MO 63026	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Citizens Insurance Co of Americ 31534
	INSURER B : Continental Casualty Company 20443
	INSURER C : Zurich American Insurance Compa 16535
	INSURER D : Hanover Insurance Company 22292
	INSURER E : James River Insurance Company 12203
INSURER F :	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			ZBQ904092604	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC									GENERAL AGGREGATE \$2,000,000
										PRODUCTS - COMP/OP AGG \$2,000,000
										\$
A	AUTOMOBILE LIABILITY			ABQ900318704	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$			
							\$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4024478730	12/31/2014	12/31/2015	EACH OCCURRENCE \$5,000,000			
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000			
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC475582503	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000			
							E.L. DISEASE - EA EMPLOYEE \$1,000,000			
							E.L. DISEASE - POLICY LIMIT \$1,000,000			
D	Leased & Rented Equipment			IHQ904011504	12/31/2014	12/31/2015	Limit: \$250,000 Max Per Item: \$100,000			
D	Install. Floater			IHQ904011504	12/31/2014	12/31/2015	Per Location: \$500,000			

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

If required by written contract, Boone County is additional insured on the General Liability, Automobile Liability and Umbrella Liability, subject to policy provisions. A waiver of subrogation applies in favor the certificate holder on the General Liability, Automobile Liability, Workers' Compensation and Umbrella Liability, subject to policy provisions.

CERTIFICATE HOLDER CANCELLATION

Boone County 613 E. Ash, Rm. 110 Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the

17th

day of

November

20

15

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the 13th Judicial Circuit Court to increase revenue and expenditures for the Probation Services grant.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement		44,126
1243	10100	Judicial Grants	Salaries/Wages		34,341
1243	10200	Judicial Grants	FICA		2,627
1243	10300	Judicial Grants	Health Insurance		4,987
1243	10325	Judicial Grants	Disability Insurance		100
1243	10350	Judicial Grants	Life Insurance		47
1243	10375	Judicial Grants	Dental Insurance		500
1243	10400	Judicial Grants	Workers Comp.		1,164
1243	10500	Judicial Grants	401 (A) Match		360

Done this 17th day of November, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

RECEIVED

OCT 16 2015

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

BOONE COUNTY AUDITOR

10/9/15

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		\$44,126
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		\$34,341
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$2,627
1	2	4	3	1	0	3	0	0	Judicial Grants	Health Insurance		\$4,987
1	2	4	3	1	0	3	2	5	Judicial Grants	Disability Insurance		\$100
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Insurance		\$47
1	2	4	3	1	0	3	7	5	Judicial Grants	Dental Insurance		\$500
1	2	4	3	1	0	4	0	0	Judicial Grants	Workers Comp.		\$1,164
1	2	4	3	1	0	5	0	0	Judicial Grants	401 (A) Match		\$360

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Probation Services grant. This budget amendment covers 7/1/15 to 12/30/15.**

Mary Egan
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

[Signature]
Auditor's Office
[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

Missouri Department of
SOCIAL SERVICES

Your Potential. Our Support.

JEREMIAH W. (JAY) NIXON, GOVERNOR • BRIAN KINKADE, DIRECTOR

DIVISION OF YOUTH SERVICES

NORTHEAST REGIONAL OFFICE

1240 E. BROWN SCHOOL RD., COLUMBIA MO 65201-9117

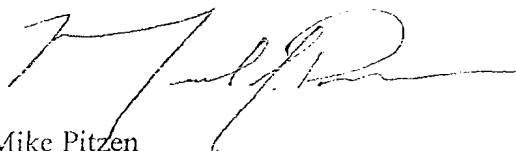
WWW.DSS.MISSOURI.GOV • 573-449-2939 • 573-449-8766 FAX

Cindy Garrett
Chief Juvenile Officer
Family Court Services – Juvenile Division
705 East Walnut
Columbia, MO 65201

Dear Cindy,

The letter serves as notification that the requested adjustment to your Juvenile Court Diversionary grant for fiscal year 2015 has been approved and processed by the Division of Finance and Administration. \$5254.13 has been transferred from your *Intensive Intervention Model* focus area, leaving a balance of \$2,192.59. Said amount has subsequently been added to the *Probation Services Enhancement* focus area to cover F.I.C.A. expenses, resulting in an adjusted balance of \$88,251.69.

Respectfully,



Mike Pitzen
Northeast Regional Administrator
Division of Youth Services

RELAY MISSOURI

FOR HEARING AND SPEECH IMPAIRED

1-800-735-2466 VOICE • 1-800-735-2966 TEXT PHONE

An Equal Opportunity Employer, services provided on a nondiscriminatory basis.



**State of Missouri
Department of Social Services
Contract Amendment**

*Contract Description: Juvenile Court Diversion (JCD)
Amendment Description: Contract Renewal*

Contract #: ERS172-362

Amendment # 004

Effective Date: July 1, 2015

Contractor Information:

Contractor Name: 13th Judicial Circuit
Mailing Address: 705 E. Walnut Street
City, State Zip: Columbia, MO 65201-4487

The above referenced contract between 13th Judicial Circuit and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2015 through June 30, 2016.
2. This amendment shall be effective July 1, 2015. All other terms and conditions shall remain unchanged.

~~~~~  
*In witness thereof, the parties below hereby execute this agreement.*

*The signature of the contractor is not  
required on this document.*

\_\_\_\_\_  
Authorized Signature for the Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

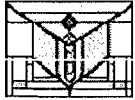
*Patrick Lubbeing*

KM

\_\_\_\_\_  
March 11, 2015

Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date



Fw: FY16 Renewal of JCD contract ERS172-362

Cindy L. Garrett to: Diana Vaughan, Ruth McCluskey, Mary Epping

03/12/2015 09:09 AM

Please see below the DYS funds contract for this next fiscal year.

Cindy Garrett  
Deputy Court Administrator  
13th Circuit Court  
705 East Walnut  
Columbia MO 65201  
573-886-4059  
573-886-4070 (fax)

E-mail address: Cindy.L.Garrett@courts.mo.gov

----- Forwarded by Cindy L. Garrett/13/Courts/Judicial on 03/12/2015 09:08 AM -----

From: "McCandless, Kathy" <Kathy.McCandless@dss.mo.gov>  
To: "Garrett, Cindy" <cindy.l.garrett@courts.mo.gov>  
Cc: "Pokorny, Donald" <Donald.Pokorny@dss.mo.gov>, "Wood, Christina" <Christina.Wood@dss.mo.gov>  
Date: 03/12/2015 08:41 AM  
Subject: FY16 Renewal of JCD contract ERS172-362

---

Cindy,

Attached is the FY16 JCD renewal amendment for contract ERS172-362. The effective dates of the renewal period are July 1, 2015 through June 30, 2016. Please note that the contractor's signature is not required on the document. If you have any questions, please don't hesitate to contact me.

Thank you for your services to the State of Missouri, Department of Social Services.

Kathy

*Kathy McCandless*

Procurement Officer II  
Department of Social Services  
Division of Finance and Administrative Services  
P.O. Box 1643  
615 Howerton Court  
Jefferson City, MO 65102-1643

Phone: 573-751-7555  
Fax: 573-526-4678  
E-Mail: Kathy.McCandless@dss.mo.gov

This communication is being transmitted by the Department of Social Services (DSS) and is confidential, privileged, and intended only for the use of the recipient named above. If you are not the intended recipient, unauthorized disclosure, copying, distribution or use of the contents is strictly prohibited. If you have received this in error, please notify the sender and destroy the material received.

Probation Services Grant  
 Calculations for Budget Amendment  
 July 2015 - December 2015

|                                            | Position Number | Position Title | Budget Hours July-Dec. | Hourly Rate | 10100 Salary & Wages | 10200 FICA         | 10300 Health Insurance | 10325 Disability Insurance | 10350 Life Insurance | 10375 Dental Insurance | 10400 Workers Comp. | 10500 401(A) Match | Total               |
|--------------------------------------------|-----------------|----------------|------------------------|-------------|----------------------|--------------------|------------------------|----------------------------|----------------------|------------------------|---------------------|--------------------|---------------------|
|                                            |                 |                |                        |             |                      | (0.0765)           | (\$415.60/mo)          | (0.0029)                   | (\$3.92/mo)          | (\$41.67/mo.)          | (0.0339)            | (\$30/mo.)         |                     |
|                                            | 560             | DJO I          | 1040                   | 16.27       | \$16,920.80          | \$ 1,294.44        | \$ 2,493.60            | \$ 49.07                   | \$ 23.52             | \$ 250.02              | \$ 573.62           | \$ 180.00          | \$ 21,785.07        |
|                                            | 561             | DJO II         | 1040                   | 16.75       | \$17,420.00          | \$ 1,332.63        | \$ 2,493.60            | \$ 50.52                   | \$ 23.52             | \$ 250.02              | \$ 590.54           | \$ 180.00          | \$ 22,340.83        |
| July-December 2015 Exp Estimate:           |                 |                |                        |             | <u>\$34,340.80</u>   | <u>\$ 2,627.07</u> | <u>\$ 4,987.20</u>     | <u>\$ 99.59</u>            | <u>\$ 47.04</u>      | <u>\$ 500.04</u>       | <u>\$ 1,164.15</u>  | <u>\$ 360.00</u>   | <u>\$ 44,125.89</u> |
| 2015 Budget Amendment Expenditure Amounts: |                 |                |                        |             | \$34,340.80          | \$ 2,627.07        | \$ 4,987.20            | \$ 99.59                   | \$ 47.04             | \$ 500.04              | \$ 1,164.15         | \$ 360.00          | <u>\$ 44,125.89</u> |
| 2015 Budget Amendment Revenue Amounts:     |                 |                |                        |             | \$34,340.80          | \$ 2,627.07        | \$ 4,987.20            | \$ 99.59                   | \$ 47.04             | \$ 500.04              | \$ 1,164.15         | \$ 360.00          | <u>\$ 44,125.89</u> |

|                          |                    |
|--------------------------|--------------------|
| Grant Award:             |                    |
| July-Dec 2015            | \$44,125.89        |
| January-June 2016        | \$44,125.89        |
| <b>TOTAL GRANT AWARD</b> | <u>\$88,251.78</u> |

1243 Judicial Grants & Contracts  
 Probation Services Grant  
 Calculations for Budget Amendment  
 January 2016- June 2016

| Position Number                            | Position Title | Budget Hours Jan.-June | Hourly Rate | 10100 Salary & Wages | 10200 FICA         | 10300 Health Insurance | 10325 Disability Insurance | 10350 Life Insurance | 10375 Dental Insurance | 10400 Workers Comp | 10500 401(A) Match | Total           |                    |
|--------------------------------------------|----------------|------------------------|-------------|----------------------|--------------------|------------------------|----------------------------|----------------------|------------------------|--------------------|--------------------|-----------------|--------------------|
|                                            |                |                        |             |                      | (0.0765)           | (\$415.60/mo)          | (0.0029)                   | (\$3.92/mo)          | (\$41.67/mo.)          | (0.0339)           | (\$30/mo.)         |                 |                    |
| 561                                        | DJO            | 1040                   | 16.27       | \$16,920.80          | \$1,294.44         | \$2,493.60             | \$49.07                    | \$23.52              | \$250.02               | \$573.62           | \$180.00           | \$21,785.07     |                    |
| 812                                        | DJO            | 1040                   | 16.75       | \$17,420.00          | \$1,332.63         | \$2,493.60             | \$50.52                    | \$23.52              | \$250.02               | \$590.54           | \$180.00           | \$22,340.83     |                    |
| Jan.-June 2016 Exp Estimate:               |                |                        |             |                      | <u>\$34,340.80</u> | <u>\$2,627.07</u>      | <u>\$4,987.20</u>          | <u>\$99.59</u>       | <u>\$47.04</u>         | <u>\$500.04</u>    | <u>\$1,164.15</u>  | <u>\$360.00</u> | <u>\$44,125.89</u> |
| 2016 Budget Amendment Expenditure Amounts: |                |                        |             |                      | \$34,340.80        | \$2,627.07             | \$4,987.20                 | \$99.59              | \$47.04                | \$500.04           | \$1,164.15         | \$360.00        | <u>\$44,125.89</u> |
| 2016 Budget Amendment Revenue Amounts:     |                |                        |             |                      | \$34,340.80        | \$2,627.07             | \$4,987.20                 | \$99.59              | \$47.04                | \$500.04           | \$1,164.15         | \$360.00        | <u>\$44,125.89</u> |

Grant Award:  
 July-Dec 2015 \$44,125.89  
 Jan-June 2016 \$44,125.89  
 TOTAL GRANT AWARD: \$88,251.78

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

November

20

15

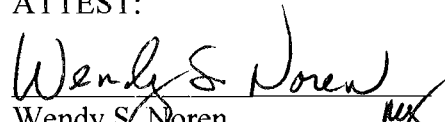
the following, among other proceedings, were had, viz:

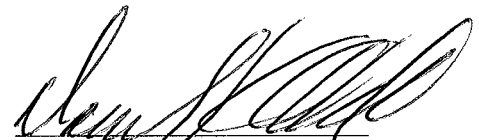
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the 13<sup>th</sup> Judicial Circuit Court to increase revenue and expenditures for the Intensive Intervention grant.

| Department | Account | Department Name | Account Name        | Decrease \$ | Increase \$ |
|------------|---------|-----------------|---------------------|-------------|-------------|
| 1243       | 3451    | Judicial Grants | State Reimbursement |             | 2,192       |
| 1243       | 71100   | Judicial Grants | Outside Services    |             | 2,192       |
|            |         |                 |                     |             |             |


Done this 17th day of November, 2015.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill

Presiding Commissioner

  
 Karen M. Miller

District I Commissioner

  
 Janet M. Thompson

District II Commissioner

RECEIVED

OCT 16 2015

BOONE COUNTY AUDITOR

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI


10/9/15

EFFECTIVE DATE

FOR AUDITORS USE

| Department |   |   |   | Account |   |   |   |   | Department Name | Account Name        | (Use whole \$ amounts) |          |
|------------|---|---|---|---------|---|---|---|---|-----------------|---------------------|------------------------|----------|
|            |   |   |   |         |   |   |   |   |                 |                     | Decrease               | Increase |
| 1          | 2 | 4 | 3 | 0       | 3 | 4 | 5 | 1 | Judicial Grants | State Reimbursement |                        | \$2,192  |
| 1          | 2 | 4 | 3 | 7       | 1 | 1 | 0 | 0 | Judicial Grants | Outside Services    |                        | \$2,192  |
|            |   |   |   |         |   |   |   |   |                 |                     |                        |          |
|            |   |   |   |         |   |   |   |   |                 |                     |                        |          |
|            |   |   |   |         |   |   |   |   |                 |                     |                        |          |

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Intensive Intervention grant. This will cover expenses for Moral Reconation Therapy Services. This budget amendment covers 7/1/15 to 12/31/15.**

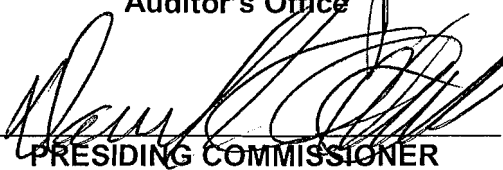
  
 Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *Add Intensive Intervention grant*

  
 Auditor's Office

*Agenda*

  
 PRESIDING COMMISSIONER

  
 DISTRICT I COMMISSIONER

  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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





Missouri Department of  
**SOCIAL SERVICES**

*Your Potential. Our Support.*

JEREMIAH W. (JAY) NIXON, GOVERNOR • BRIAN KINKADE, DIRECTOR

DIVISION OF YOUTH SERVICES

NORTHEAST REGIONAL OFFICE

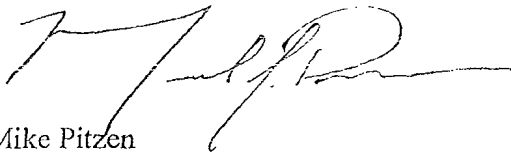
1240 E. BROWN SCHOOL RD., COLUMBIA MO 65201-9431  
WWW.DSS.MO.GOV • 373-449-2939 • 373-449-3766 FAX

Cindy Garrett  
*Chief Juvenile Officer*  
Family Court Services – Juvenile Division  
705 East Walnut  
Columbia, MO 65201

Dear Cindy,

The letter serves as notification that the requested adjustment to your Juvenile Court Diversionary grant for fiscal year 2015 has been approved and processed by the Division of Finance and Administration. \$5254.13 has been transferred from your *Intensive Intervention Model* focus area, leaving a balance of \$2,192.59. Said amount has subsequently been added to the *Probation Services Enhancement* focus area to cover F.I.C.A. expenses, resulting in an adjusted balance of \$88,251.69.

Respectfully,



Mike Pitzen  
Northeast Regional Administrator  
Division of Youth Services

RELAY MISSOURI

FOR HEARING AND SPEECH IMPAIRED

1-800-735-2466 VOICE • 1-800-735-2966 TEXT PHONE

*An Equal Opportunity Employer, services provided on a nondiscriminatory basis.*





State of Missouri  
 Department of Social Services  
 Contract Amendment

Contract Description: **Juvenile Court Diversion (JCD)**  
 Amendment Description: **Contract Renewal**

Contract #: **ERS172-362**

Amendment # **004**

Effective Date: **July 1, 2015**

**Contractor Information:**

Contractor Name: 13th Judicial Circuit  
 Mailing Address: 705 E. Walnut Street  
 City, State Zip: Columbia, MO 65201-4487

The above referenced contract between 13th Judicial Circuit and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2015 through June 30, 2016.
2. This amendment shall be effective July 1, 2015. All other terms and conditions shall remain unchanged.

~~~~~  
In witness thereof, the parties below hereby execute this agreement.

The signature of the contractor is not required on this document.

 Authorized Signature for the Contractor

 Title

 Date

Patrick Inelbeing

KM

 March 11, 2015

 Authorized Signature for the Department of Social Services

 Date



Fw: FY16 Renewal of JCD contract ERS172-362

Cindy L. Garrett to: Diana Vaughan, Ruth McCluskey, Mary Epping

03/12/2015 09:09 AM

Please see below the DYS funds contract for this next fiscal year.

Cindy Garrett
Deputy Court Administrator
13th Circuit Court
705 East Walnut
Columbia MO 65201
573-886-4059
573-886-4070 (fax)

E-mail address: Cindy.L.Garrett@courts.mo.gov

----- Forwarded by Cindy L. Garrett/13/Courts/Judicial on 03/12/2015 09:08 AM -----

From: "McCandless, Kathy" <Kathy.McCandless@dss.mo.gov>
To: "Garrett, Cindy" <cindy.l.garrett@courts.mo.gov>
Cc: "Pokorny, Donald" <Donald.Pokorny@dss.mo.gov>, "Wood, Christina" <Christina.Wood@dss.mo.gov>
Date: 03/12/2015 08:41 AM
Subject: FY16 Renewal of JCD contract ERS172-362

Cindy,

Attached is the FY16 JCD renewal amendment for contract ERS172-362. The effective dates of the renewal period are July 1, 2015 through June 30, 2016. Please note that the contractor's signature is not required on the document. If you have any questions, please don't hesitate to contact me.

Thank you for your services to the State of Missouri, Department of Social Services.

Kathy

Kathy McCandless

Procurement Officer II
Department of Social Services
Division of Finance and Administrative Services
P.O. Box 1643
615 Howerton Court
Jefferson City, MO 65102-1643

Phone: 573-751-7555
Fax: 573-526-4678
E-Mail: Kathy.McCandless@dss.mo.gov

This communication is being transmitted by the Department of Social Services (DSS) and is confidential, privileged, and intended only for the use of the recipient named above. If you are not the intended recipient, unauthorized disclosure, copying, distribution or use of the contents is strictly prohibited. If you have received this in error, please notify the sender and destroy the material received.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

November

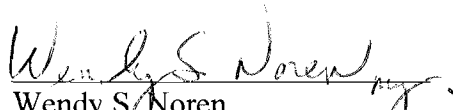
20 15

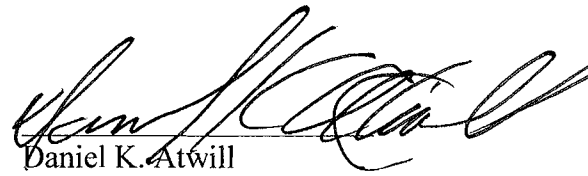
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the attached Reduction of Performance Bond, #B1225114, from Cincinnati Insurance Company LLC on behalf of Streams Edge Properties LLC for Dayton Freight Trade Winds project located at 555 N. Trade Winds Parkway, Columbia, MO

Done this 17th day of November, 2015.

ATTEST:

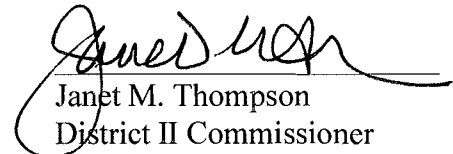

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
Stream's Edge Properties, LLC, 6450 Poe Ave, Ste. 311, Dayton, OH 45414

as Principal, hereinafter called Contractor, and The Cincinnati Insurance Company, P.O. Box 145496,
Cincinnati, OH 45250-5496

a Corporation, organized under the laws of the State of Ohio
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 Boone County, in
the amount of \$36,991.50 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 procured a Land Disturbance Permit LD 1241 from the County of Boone

Project Name: Dayton Freight Trade Winds Parkway, Trade Winds Parkway, Columbia, MO 65201

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

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

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site, or by October 28, 2016, whichever is later.

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

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

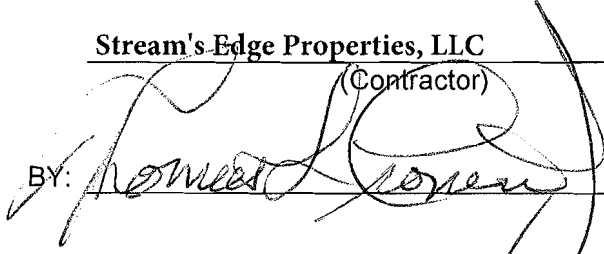
Dayton, Ohio on this 28th day of October, 20 15.

(SEAL)

Stream's Edge Properties, LLC

(Contractor)

BY:

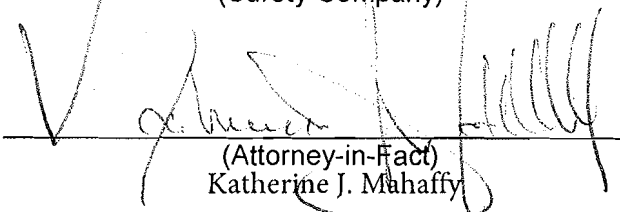


The Cincinnati Insurance Company

(Surety Company)

(SEAL)

BY:



(Attorney-in-Fact)

Katherine J. Mahaffy

BY:



(Missouri Representative)

Jennifer L. Salm, Missouri Licensed Agent

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

Surety Contact Name: The Cincinnati Insurance Company

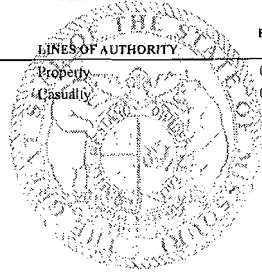
Phone Number: 513-870-2000

Address: P.O. Box 145496

Cincinnati, Ohio 45250-5496

License No: 8311574
 State of Missouri
 Insurance License
 NPN: 1800839
JENNIFER SALM

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	01/29/2014	01/29/2016
		01/29/2014	



JENNIFER SALM
 5400 ZACHARY LANE
 RIVERSIDE OH 45424

**State of Missouri
 Insurance License
 JENNIFER SALM**

License No: 8311574 NPN: 1800839

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	01/29/2014	01/29/2016
		01/29/2014	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
 MO DIFP - Insurance 573-751-3518
 or E-mail: licensing@insurance.mo.gov
<http://www.insurance.mo.gov>

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Katherine J. Mahaffy; David E. Griffin; Nicholas J. Bertke; Nicole A. Laber; Jennifer L. Salm; Amanda L. Morris; Jeffery A. Lightner; Phyllis Jacobson; Lisa Dawson-Knight and/or Debra D. Brummett

of Dayton and Columbus, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Denton

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 28th day of October, 2015

Signature of Scott R. Bolan

Assistant Secretary



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the 27th day of February 20 14

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

Now on this day the County Commission of the County of Boone does hereby accept the attached Performance Bond from Cincinnati Insurance Company on behalf of Streams Edge Properties LLC for the Dayton Freight Trade Winds project located at 555 N. Trade Winds Parkway, Columbia, MO.

Done this 27th day of February, 2014.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4330 FAX (573) 886-4340

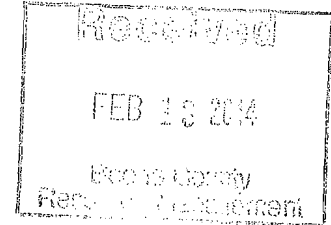
STAN SHAWVER, DIRECTOR

PLANNING - INSPECTIONS - ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

January 29, 2014

Bill Plesich
Renier Construction
2164 Citygate Drive
Columbus, OH 43219

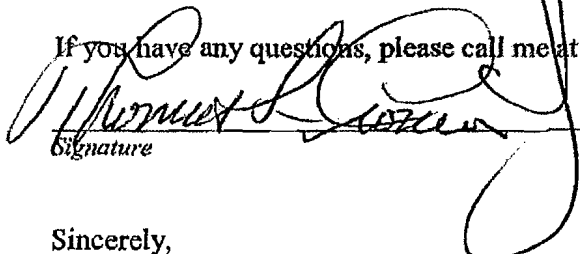


Dear Mr. Plesich,

Enclosed you will find the Performance Bond for the Dayton Freight Trade Winds Parkway project, confirming Streams Edge Properties, LLC (hereinafter Owner) will be complying with the terms of the Boone County Land Disturbance Permit 1241, Stormwater Pollution Prevention Plan, approved Erosion and Sediment Control Plans dated 9/3/13, and Boone County Stormwater Ordinance. Please note once the project is completed to Boone County's satisfaction, the bond will be released to Owner. In the event of a default, Boone County may use the bond to comply with the stormwater regulations.

Please have Owner read, sign, seal and return the enclosed Performance Bond, this letter signifying Owner understands the terms of this agreement, and an executed commitment to complete certificate from The Cincinnati Insurance Company, and return to me at Boone County Resource Management, 801 E. Walnut, Room 315, Columbia, MO 65201. I have also enclosed the Erosion and Sediment Control Cost Analysis Worksheet for your files.

If you have any questions, please call me at 573-886-4330. I look forward to working with you.



Signature

2-10-14

Date

Sincerely,

Nicki Fuemmeler
Stormwater Coordinator

Enclosures: Performance Bond
Erosion and Sediment Control Cost Analysis

CC: Stan Shawver, Director Resource Management
CJ Dykhouse, Boone County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
Stream's Edge Properties, LLC, 6450 Poe Ave, Ste. 311, Dayton, OH 45414

as Principal, hereinafter called Contractor, and The Cincinnati Insurance Company, P.O. Box 145496,
Cincinnati, OH 45250-5496

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

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 Boone County, in the amount of \$73,983.00 Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has procured a Land Disturbance Permit LD 1241 from the County of Boone

Project Name: Dayton Freight Trade Winds Parkway, Trade Winds Parkway, Columbia, MO 65201

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

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

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site, or by October 28, 2015, whichever is later.

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

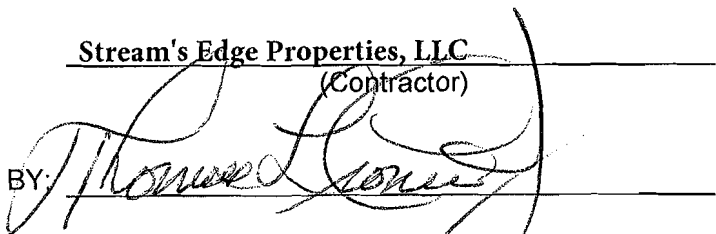
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-in-Fact at

Dayton, OH on this 31st day of January, 20 14.

(SEAL)

Stream's Edge Properties, LLC
(Contractor)

BY:



The Cincinnati Insurance Company
(Surety Company)

(SEAL)

BY:

Nicole A. Laber
(Attorney-in-Fact) Nicole A. Laber

BY:

Nicholas J. Bertke
(Missouri Representative) Nicholas J. Bertke,
Non-Resident Agent

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

Surety Contact Name: The Cincinnati Insurance Company

Phone Number: 513-870-2000

Address: P.O. Box 145496

Cincinnati, OH 45250-5496

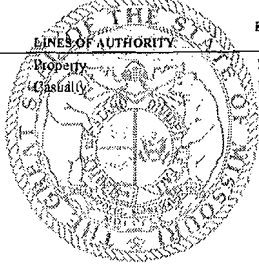
License No: 0135769

State of Missouri
Insurance License

NPN: 510822

NICHOLAS J BERTKE

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	12/27/1994	12/27/2014
		12/27/1994	



NICHOLAS J BERTKE
 BROWER INSURANCE AGENCY LLC
 409 E MONUMENT AVE STE 400
 DAYTON OH 45402-1482

License No: 0135769

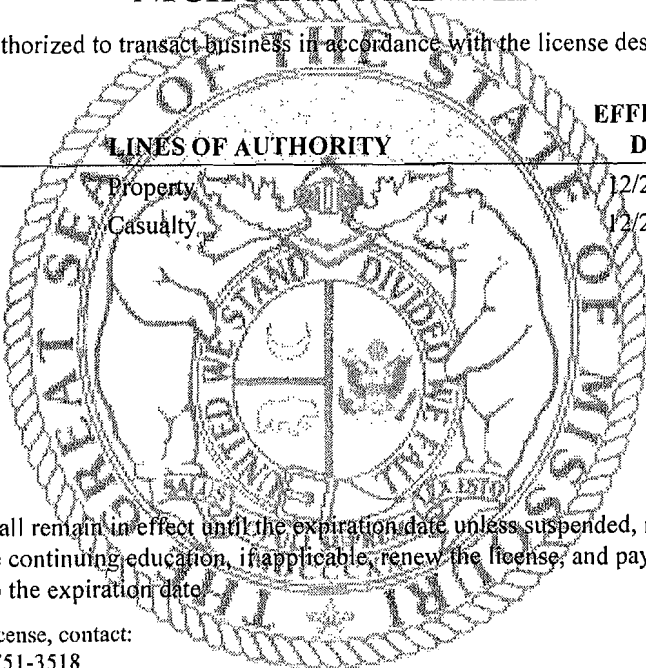
State of Missouri
Insurance License

NPN: 510822

NICHOLAS J BERTKE

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	LICENSE EXPIRATION DATE
Producer	Property Casualty	12/27/1994	12/27/2014
		12/27/1994	



This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
 MO DIFP - Insurance 573-751-3518
 or E-mail: licensing@insurance.mo.gov
<http://www.insurance.mo.gov>



The Cincinnati Insurance Company • The Cincinnati Indemnity Company
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2012

ASSETS

Cash	\$ 316,638,139
Bonds	4,860,002,716
Stocks	3,095,379,010
Agents Balance Receivable	1,244,309,297
All Other Admitted Assets	250,930,339
TOTAL ADMITTED ASSETS	<u>\$9,767,259,501</u>

LIABILITIES

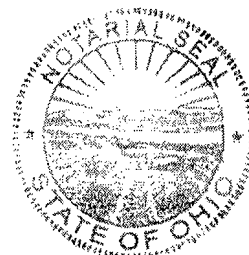
Reserve for Losses and Loss Expense	\$3,696,774,342
Reserve for Unearned Premiums	1,723,597,502
All Other Liabilities	433,289,679
Capital	\$ 3,586,355
Surplus	3,910,011,623
TOTAL LIABILITIES & EQUITY	<u>3,913,597,978</u> <u>\$9,767,259,501</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2012 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer
Treasurer

Subscribed and sworn before me this 25th day of February, 2013.



Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2016

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Katherine J. Mahaffy; David E. Griffin; Chris M. McAtee; Nicholas J. Bertke; Nicole A. Laber; Jennifer L. Salm; Amanda L. Morris; Jeffery A. Lightner; Phyllis Jacobson; Lisa Dawson-Knight; Juliann E. Wahlenmaier and/or Debra D. Brummett of Dayton and Columbus, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



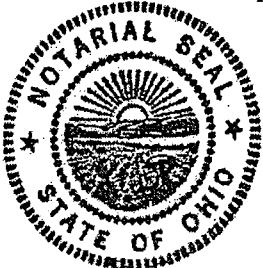
THE CINCINNATI INSURANCE COMPANY

Stephan A. ...

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 31st day of January, 2014

Scott R. Bolan

Assistant Secretary



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

November

20

15

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

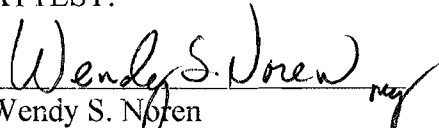
Now on this day the County Commission of the County of Boone does hereby approve the following list of holidays for FY2016.


Friday, January 1, 2016
 Monday, January 18, 2016
 Friday, February 12, 2016
 Monday, February 15, 2016
 Monday, May 9, 2016
 Monday, May 30, 2016
 Monday, July 4, 2016
 Monday, September 5, 2016
 Monday, October 10, 2016
 Friday, November 11, 2016
 Thursday, November 24, 2016
 Friday, November 25, 2016
 Monday, December 26, 2016

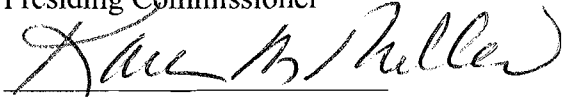
New Year's Day
 Martin Luther King, Jr. Day
 Lincoln Day
 Washington's Birthday
 Truman Day (Observed)
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Thanksgiving Day After
 Christmas Day (Observed)


Done this 17th day of November, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

2016 Boone County Office Closings

Holiday	Date
New Year's Day	Friday, January 1, 2016
Martin Luther King, Jr. Day	Monday, January 18, 2016
Lincoln Day	Friday, February 12, 2016
Washington's Birthday	Monday, February 15, 2016
Truman Day (Observed)	Monday, May 9, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Columbus Day	Monday, October 10, 2016
Veterans Day	Friday, November 11, 2016
Thanksgiving Holiday	Thursday, November 24 and Friday, November 25, 2016
Christmas Day (Observed)	Monday, December 26, 2016