

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 20th day of October 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the contract 07-123109E Johnson Building Roof Repair for emergency repair work on the Johnson Building roof. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 20th day of November, 2009.

ATTEST:

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

 Absent
Kenneth M. Pearson
Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 6, 2009
RE: 07-123109E – Johnson Building Roof Repair

COPY

Attached is a contract for emergency repair work on the Johnson Building Roof. Total cost of contract is \$9,700.00 and will be paid from department 6100 – Facilities and Grounds Maintenance, account 60100 – Building Repairs/Maintenance. \$100,004.00 remains in the account at this time.

cc: Bob Davidson, Facilities
Contract File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Flr
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

Boone County Emergency Procurement Policy: Notwithstanding any other provisions of this Policy, and by direction of the liaison Commissioner to any Department, and in the absence of an assigned liaison Commissioner, it shall be the Presiding Commissioner, the purchasing agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

REQUEST FOR EMERGENCY PROCUREMENT

Originating Office, Dept. # & Account #	Facility Maintenance 6100-60100
Person Requesting	Bob Davidson
Date Requested	October 30, 2009
Phone Number	573-886-4401

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

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 10-30-09
Signature Date

EMERGENCY PROCUREMENT NUMBER: 07-123109E
(Assigned by Purchasing)

LIASON COMMISSIONER APPROVAL: Karen B Miller 10/30/09
Signature Date

Expiration Date: 20 through 20 One Time Purchase (check)

(Note: Attach list for multiple vendors)

Vendor(s) Name	<u>Watkins Roofing</u>
Vendor(s) Address	<u>4401 I-70 Drive SE, Columbia, Mo 65205</u>
Vendor(s) Phone and Fax	<u>573-449-2951/Fax 573-874-0201</u>
Product Description	<u>Section of roof on Johnson Building</u>
Estimated Cost	<u>\$9,700.00</u>

.....
The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the Liason Commissioner for the requesting department.

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety: To protect or preserve any items that might be stored under that section.

2. Describe anticipated consequences of not procuring immediately: This section of roof has been leaking and we are unable to patch and have a leak-free area.

3. Describe and attach any quotes received:

4. Is this a one-time purchase? X
5. Yes No If not, detail the anticipated future purchases with anticipated acquisition dates:

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 **Watkins Roofing Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's quote 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 quote designated and marked:

BID NUMBER 07-123109E – Johnson Building Roof Repair
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract for the Johnson Building Roof Repair project located at 608 E. Walnut. Work under contract is as follows:

Re-roof 27 feet of the metal roof and a 24 by 24 foot section of roof by installing flute filler on the metal roof with a ½" recovery board and a ½" recovery board over the built-up roof. Installation of a fully adhered EPDM roof over both sections for a cost of \$8,750.00. Re-roof the lower canopy roof for \$950.00. Total cost of contract is \$9,700.00.

Watkin's Roofing shall provide a five (5) year warranty on repair work.

The following contract documents 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.

Watkin's Roofing Proposal dated October 29, 2009

Watkin's Roofing Roof Repair quote dated November 2, 2009

Work Authorization Certification

Prevailing Annual Wage Order Number 16 with Excessive Unemployment

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 within 10 days of receipt of the Notice to Proceed, and to complete the work within 20 days of receipt of the Notice to Proceed or such additional time as may be allowed by the Facilities Maintenance 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.

The Contractor is familiar with the OSHA Program 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.

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.

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 the Boone County Public Works 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 Owner agrees to pay the Contractor for in the amount:

Nine Thousand Seven Hundred Dollars and Zero Cents (\$9,700.00)

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 and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

Nov. 18, 2009 at Columbia, Missouri.
(Date)

CONTRACTOR:
WATKINS ROOFING INC.

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
~~Kenneth M. Pearson~~, Presiding Commissioner

By: Daniel D. Watkins
Authorized Representative Printed Name
Title: Vice President

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

ATTEST:
[Signature] #5
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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.)

[Signature] by cg Date 11/19/09 Appropriation Account 6100-60100- \$9,700.00

PROPOSAL

WATKINS ROOFING
P.O. BOX 1346
4401 I-70 DRIVE S.E.
COLUMBIA, MO 65205
573-449-2951 Fax 874-0201

DATE: October 29, 2009
PROJECT: Johnson Building
SUBMITTED TO: Bob Davidson

We hereby submit estimates for the following:

We will re-roof 27 feet of the metal roof and a 24 by 24 foot section of roof by installing flute filler on the metal roof with a ½" recovery board and a ½" recovery board over the built-up roof. We will install a fully adhered EPDM roof over both sections. The cost for this work is \$8,750.00.

The cost to re-roof the lower canopy roof is \$950.00.

Please call if you have any questions.

Sincerely,



Dan Watkins

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

E-mail: mbobbitt@boonecountymo.org

TO: Dan Watkins
Watkins Roofing

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: November 2, 2009

RE: Johnson Building Roof Repair

Please return by fax to (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Please complete the following in regards to your quote dated October 29, 2009 for the Johnson Building Roof Repair:

Work will begin within 10 days of receipt of Boone County's Notice to Proceed

Work will be complete within 30 days of receipt of Boone County's Notice to Proceed

Describe warranty of this repair work:

5-YEAR WARRANTY FROM WATKINS ROOFING

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

County of Boone)
State of Missouri) as

My name is Dan Coleman, I am an authorized agent of Watkins Roofing (Bidder).

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

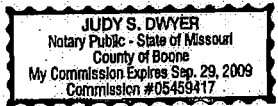
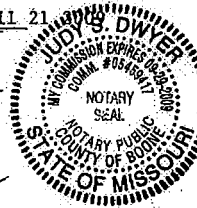
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

[Signature] April 21, 2009
Affiant Date

Dan Coleman
Printed Name

Subscribed and sworn to before me this 21 day of April, 2009.

[Signature]
Notary Public



PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

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

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

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

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

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

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 16

Section 010
BOONE COUNTY

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

Original Signed by _____

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2009

Last Date Objections May Be Filed: April 9, 2009

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$33.28	FED		\$8.26
Boltermaker			\$32.10	57	7	\$19.85
Bricklayers - Stone Mason			\$26.98	59	7	\$12.65
Carpenter			\$23.23	60	15	\$9.96
Cement Mason			\$22.19	9	3	\$10.24
Electrician (Inside Wireman)			\$29.07	28	7	\$11.32 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$38.715	28	54	\$17.675
Operating Engineer						
Group I			\$25.52	86	66	\$17.35
Group II			\$25.52	86	66	\$17.35
Group III			\$24.27	86	66	\$17.35
Group III-A			\$25.52	86	66	\$17.35
Group IV			\$23.29	86	66	\$17.35
Group V			\$26.22	86	66	\$17.35
Pipe Fitter		b	\$33.00	91	69	\$19.68
Glazier		c	\$24.35	122	76	\$12.41 + 3.4%
Laborer (Building):						
General			\$19.61	110	7	\$9.64
First Semi-Skilled			\$21.61	110	7	\$9.64
Second Semi-Skilled			\$20.61	110	7	\$9.64
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.98	59	7	\$12.65
Millwright			\$24.23	60	15	\$9.96
Iron Worker			\$25.53	11	8	\$16.90
Painter			\$20.40	18	7	\$8.77
Plasterer			\$21.21	94	5	\$10.03
Plumber		b	\$33.00	91	69	\$19.68
Pile Driver			\$24.23	60	15	\$9.96
Roofer			\$26.50	12	4	\$11.29
Sheet Metal Worker			\$27.15	40	23	\$12.26
Sprinkler Fitter			\$31.34	33	19	\$15.30
Terrazzo Worker			\$26.98	59	7	\$12.65
Tile Setter			\$26.98	59	7	\$12.65
Truck Driver - Teamster						
Group I			\$22.50	101	5	\$8.30
Group II			\$23.15	101	5	\$8.30
Group III			\$22.65	101	5	\$8.30
Group IV			\$23.15	101	5	\$8.30
Traffic Control Service Driver			\$25.97	22	55	\$8.65
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

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

Building Construction Rates for
BOONE County Footnotes

Section 010

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

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

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

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

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

b - All work over \$7 Mil. Total Mech. Contract - \$33.00, Fringes - \$19.68

All work under \$7 Mil. Total Mech. Contract - \$31.66, Fringes - \$14.81

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

REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

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

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (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. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but 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 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 accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

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

NO. 94: Means eight (8) hours shall constitute a days 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. 110: 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. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and 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. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

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: All work done on New Year's Day, Memorial Day, Independence Day, Labor 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 following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

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

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

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

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

NO. 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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

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

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$28.31	7	16	\$9.96
Millwright		\$28.31	7	16	\$9.96
Pile Driver Worker		\$28.31	7	16	\$9.96
OPERATING ENGINEER					
Group I		\$24.60	21	5	\$17.25
Group II		\$24.25	21	5	\$17.25
Group III		\$24.05	21	5	\$17.25
Group IV		\$20.40	21	5	\$17.25
Oiler-Driver		\$20.40	21	5	\$17.25
LABORER					
General Laborer		\$23.97	2	4	\$8.88
Skilled Laborer		\$24.57	2	4	\$8.88
TRUCK DRIVER - TEAMSTER					
Group I		\$25.82	22	19	\$8.65
Group II		\$25.98	22	19	\$8.65
Group III		\$25.97	22	19	\$8.65
Group IV		\$26.09	22	19	\$8.65

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

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

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

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

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The 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 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.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days 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. 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) Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$33.68	\$4.75 + 42%
Lineman Operator	\$29.08	\$4.75 + 42%
Groundman	\$22.48	\$4.75 + 42%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$33.68	\$4.75 + 39.05%
Lineman Operator	\$29.08	\$4.75 + 39.05%
Groundman	\$22.48	\$4.75 + 39.05%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID ST
WATKI-1

DATE (MM/DD/YYYY)
11/18/09

PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Watkins Roofing, Inc. P.O. Box 1346 4401 I-70 Drive S.E. Columbia MO 65205	INSURER A:	National Fire Insurance of
	INSURER B:	Valley Forge Insurance Company
	INSURER C:	Continental Ins Co
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	4013521572	05/01/09	05/01/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 15,000
		<input checked="" type="checkbox"/> Pollution \$1ml/2m				PERSONAL & ADV INJURY	\$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
C	X	AUTOMOBILE LIABILITY	4013521619	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
C	X	HIRED AUTOS					
C	X	NON-OWNED AUTOS					
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$	
						OTHER THAN EA ACC \$	
						AUTO ONLY: AGG \$	
C	X	EXCESS / UMBRELLA LIABILITY	4013521586	05/01/09	05/01/10	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10000					\$
B	Y/N	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4013521605	05/01/09	05/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					
		If yes, describe under SPECIAL PROVISIONS below					
A		OTHER	4013521572	05/01/09	05/01/10	Limit	\$500,000
		Installation Fltr				Deductibl	\$500.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: 07-123109E Johnson Building Roof Repair, Boone County Missouri
 Boone County Missouri is named as additional insured with regards to General Liability and Auto Liability coverages.

CERTIFICATE HOLDER

CANCELLATION

BOONECP Boone County Missouri Boone County Purchasing Melinda Bobbitt 601 E. Walnut, Rm. 209 Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

DAN WATKINS, VICE PRESIDENT

Name and Title of Authorized Representative

DW

Signature

11-18-09

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 20th day of November 20 09

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number Four and Amendment Number Five to contract 55-27Sep05 –Electronic Monitoring Systems and Equipment with BI. Contract 55-27Sep05 –Electronic Monitoring Systems was approved by Commission Order 369-2009. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said amendments.

Done this 20th day of November, 2009.

_____absent_____
Kenneth M. Pearson
Presiding Commissioner

ATTEST:

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

Karen M. Miller
Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CONTRACT AMENDMENT NUMBER FOUR - *Revised*
PURCHASE AGREEMENT FOR
ELECTRONIC MONITORING SYSTEMS AND EQUIPMENT
BID # 55-27SEP05

The Agreement dated March 14, 2006 made by and between Boone County – Missouri and BI Incorporated for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

This HG 206 HomeGuard Digital Cell Amendment is entered into by and between County and BI Incorporated ("BI").

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. The following equipment shall be added to the Agreement:

BI HG206 HomeGuard Digital Cell Unit: Enables BI's electronic monitoring services to be installed without a telephone line connected to the Client's home. Cellular telephone service must be available within the Client's home.

2. The following conditions shall be added to the Agreement:

SERVICE CONDITIONS

County recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify County as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

3. **CHARGES:**

HG206 HomeGuard Digital Cell Unit Rental Charge:	\$4.96 per day per Unit provided from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	\$1.04 per Unit per active day.
Total HG206 HomeGuard Digital Cell Unit Charge:	\$6.00 per Unit per day.

4. **ADDITIONAL SERVICES:**

HomeGuard 206 Unit Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG206 HomeGuard Digital Cell Units.

No-charge Spare: County is entitled to up to, but not to exceed, one (1) HG206 HomeGuard Digital Cell Unit(s) at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. For any inactive HG206 Units in excess of the one (1) no-charge spare unit(s) allowance, County will incur a \$4.96 charge per day/per unit. Following execution of this Agreement, County will be granted a sixty (60) day ramp-up period before billing of spares will commence.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below County and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

BOONE COUNTY - MISSOURI

By: Michael E. Hankerd Date 10-23-09

By: Karen M. Miller Date 11/20/09

Printed Name: Michael E. Hankerd

Printed Name: KAREN M. MILLER

Printed Title: Corporate Controller

Printed Title: COMMISSIONER

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jan E. Pickford 11/2/09
Auditor Date

No Encumbrance Required

APPROVED AS TO
LEGAL FORM
J. P. [Signature]
DATE: 10/13/09

**CONTRACT AMENDMENT NUMBER FIVE
PURCHASE AGREEMENT FOR
ELECTRONIC MONITORING SYSTEMS AND EQUIPMENT
BID # 55-27SEP05**

The Agreement dated March 14, 2006 made by and between Boone County – Missouri and BI Incorporated for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

This Amendment is entered into by and between County and BI Incorporated ("BI").

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

Addendum No. 1 ("Addendum") to Amendment No. 1 to the above-referenced Agreement is hereby amended to add the ExacuTrack One equipment as follows:

1. AVAILABILITY:

The parties agree and acknowledge that the terms of this Amendment are conditioned upon and subject to the availability of BI's ExacuTrack™ products and service. BI shall not be liable for any delay in performance due to limited availability of ExacuTrack products and service.

2. Sections 1.5 and 1.6 of the Addendum are hereby deleted entirely and replaced with the following:

1.5 "Unit" or "Equipment" means:

- (1) "ExacuTrack Equipment" consisting of (a) a transmitter, (b) an ExacuTrack Tracking Unit, and (c) a base station; and/or
- (2) "ExacuTrack AT Equipment" consisting of (a) a transmitter, (b) an ExacuTrack AT Tracking Unit, and (c) a base station; and/or
- (3) "ExacuTrack One Equipment" consisting of an ExacuTrack One Tracking Unit. The ExacuTrack One Equipment may include an ExacuTrack One Beacon in addition to the ExacuTrack One Tracking Unit.

1.6 "ExacuTrack™" or "ExacuTrack™ Service" means the ExacuTrack Equipment and/or the ExacuTrack AT Equipment, and/or the ExacuTrack One Equipment, licensed software, Documentation and services described in Section 2.

The above terms hereby replace the corresponding terms in the Addendum wherever they may occur throughout the Addendum.

3. Exhibit A is hereby amended to add the ExacuTrack One Unit pricing as follows:

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental:	\$6.18 per day per Unit provided from BI inventory.
ExacuTrack One Beacon Component Rental:	No Charge.
ExacuTrack One Service:	\$2.20 per day per Unit provided from BI inventory.

ExacuTrack One Total:

\$8.38 (total of ExacuTrack One Components and ExacuTrack One Service charges)

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment to and from Agency.

ExacuTrack One No-charge Spare: Agency is entitled to up to, but not to exceed, three (3) ExacuTrack One Tracker Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. For billing purposes, the monthly No-charge Spare allowance will be calculated by multiplying 3 Units by the number of days in the calendar month, to determine the number of inactive days allowed. Any inactive ExacuTrack One days that exceed this allowance will incur a \$6.18 charge per inactive day. (An inactive day is defined a one Unit that is inactive for one day.) Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

ExacuTrack One Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units.

Additional remote training: From 8:00 a.m. to 5:00 p.m. Mountain Standard Time, \$200 per hour. Minimum charge of one (1) hour; thereafter billed in fifteen minute increments.

Additional on-site training: \$1000 per day, 2 day minimum, plus actual out of pocket expenses for on-site training including one BI staff person's travel, room, board, and miscellaneous expenses.

DEMONSTRATION OPTION:

Subject to availability and notice five (5) business days prior to shipment, BI shall supply the following quantity of ExacuTrack One Unit(s) for purposes of demonstration and in accordance with the terms and conditions of the Agreement and this Amendment, including the additional terms stated below ("Demonstration"):

One (1) ExacuTrack One Unit

Charge: No charge only for Unit(s) selected for purposes of demonstration.

Supplies. Agencies shall be entitled to receive, at no additional charge, a reasonable quantity of supplies (batteries, latches, and straps) and a reasonable quantity of installation kits during the Demonstration Period. In the event any item of ExacuTrack One Equipment is damaged to a material extent by any occurrence whatsoever, Agency shall promptly notify BI and shall at its cost and expense repair such ExacuTrack One Equipment to its original condition. In the event any item of ExacuTrack One Equipment shall be lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit or unavailable for use, for any reason whatsoever (any such occurrence being referred to as an "Event of Loss"), Agency shall promptly notify BI and shall at its cost and expense replace such ExacuTrack One Equipment.

Term, Termination. The term of this Demonstration is for **fourteen (14)** days ("Demonstration Period"), and shall commence upon confirmation of the first Unit installed on Agency personnel or Client, and will automatically terminate upon the expiration of the Demonstration Period. The Demonstration Period may be terminated by either party prior to the expiration of the Demonstration Period upon written notice to the other party.

Events Following Demonstration Period. Upon expiration or termination of the Demonstration Period, Agency shall either:

- (1) return all BI's ExacuTrack One Units, unused supplies and other such property provided by BI in connection with the Demonstration to BI within seven (7) days following expiration or termination of the Demonstration Period. Failure to return the Units within the time allotted shall result in application of the corresponding Charges listed in this Amendment; or
- (2) retain BI's ExacuTrack One Units, unused supplies and other such property provided by BI in connection with the Demonstration, in which event Agency agrees to pay the applicable Charges listed in this Amendment.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement and in this Amendment. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

BOONE COUNTY - MISSOURI

By: Michael E. Hankerd Date _____

By: Karen M. Miller Date 11/20/09

Printed Name: Michael E. Hankerd

Printed Name: Karen M. Miller

Printed Title: Corporate Controller

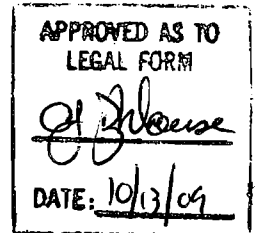
Printed Title: Commissioner

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jan E. Pitchford 11/2/09
Auditor by Date

No Encumbrance Required



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 20th day of October 20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 66-16Oct09 Photocopier Maintenance to Image Technologies. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said contract.

Done this 20th day of November, 2009.

ATTEST:

Wendy S. Noren 105
Wendy S. Noren
Clerk of the County Commission

Absent

Kenneth M. Pearson
Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

**LEASE AGREEMENT FOR
PHOTOCOPIER MAINTENANCE
FOR THE FAMILY SUPPORT DIVISION OF THE PROSECUTING ATTORNEY**

THIS AGREEMENT dated the 20 day of November 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Image Technologies** herein "Lessor."

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 Lease Agreement for the lease of a Kyocera KM-3035 with fax and staple finisher, County of Boone Request for Quote for Photocopier Maintenance, quote number 66-16OCT09, Instructions and General Conditions of Bidding, Scope of Work for Maintenance, the unexecuted Response/Pricing Form, as well as the Lessor's quote response executed by Sam Gerling on behalf of the Lessor. 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 the quote response may be permanently maintained in the County Purchasing Office quote file for this quote if not attached. In the event of conflict between any of the foregoing documents, this Lease Agreement, Instructions and General Conditions of Bidding, Scope of Work for Maintenance, and the unexecuted Response/Pricing Form shall prevail and control over the Lessor's bid response.

2. *Lease* - This agreement shall commence on November 15, 2009 and extend through December 31, 2009, and will automatically renew annually through December 31, 2012 subject to the termination provisions detailed in paragraph 6 of this Lease Agreement.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee a Kyocera KM-3035 photocopier with fax and a staple finisher proposed in the bid specifications and as indicated below:

November 15, 2009 through December 31, 2009: \$128.33 with overage of \$0.0140/copy
January 1, 2010 through December 31, 2010: \$770.00 with overage of \$0.0140/copy
January 1, 2011 through December 31, 2011: \$808.50 with overage of \$0.0147/copy
January 1, 2012 through December 31, 2012: \$847.00 with overage of \$0.0154/copy.

Maintenance shall include all supplies, excluding paper and staples, necessary for operation of the equipment including, but not limited to, toner and developer. Maintenance shall be included with the lease of the photocopier above for 60,000 copies per year. Maintenance shall be billed on a pro-rated basis beginning with copier delivery through December 31, 2009 and thereafter on a yearly basis as detailed above.

3. *Billing and Payment* - All billing shall be invoiced to the Boone County Family Support Division of the Prosecuting Attorney's office and billings may only include the prices listed in the Lessor's quote response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Lessor's quote response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. *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.

5. *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.

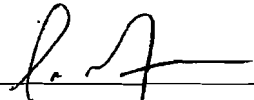
6. Termination - This agreement may be terminated by the Lessee upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

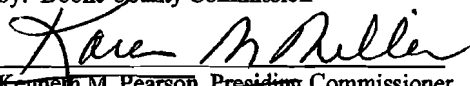
- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

IMAGE TECHNOLOGIES

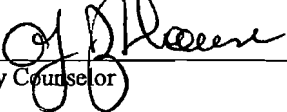
BOONE COUNTY, MISSOURI

by 
 title Account Manager

by: Boone County Commission

 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

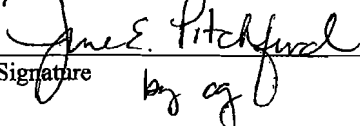
ATTEST:


 County Counselor


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 J. E. Pitchford*

11/16/09
 Date

1263/60050/\$128.33

Appropriation Account

549 -2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 20th day of November 20 09

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

Now on this day the County Commission of the County of Boone does hereby authorize the request for surplus disposal of computers and technology equipment listed in the attached document. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said disposal forms.

Done this 20th day of November, 2009.

ATTEST:

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

absent
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

549-2009

Boone County Purchasing
David Eagle
 Office Specialist



601 E. Walnut, Room 205
 Columbia, MO 65201
 Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
 FROM: David Eagle
 RE: Surplus Disposal
 DATE: November 13, 2009

The Purchasing Departments requests permission to dispose of the following list of surplus equipment.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	12999	PC	COMPAQ	DESKPRO	UNKNOWN	
2.	12982	PC	COMPAQ	DESKPRO	UNKNOWN	
3.	12967	PC	COMPAQ	DESKPRO	UNKNOWN	
4.	12984	PC	COMPAQ	DESKPRO	UNKNOWN	
5.	NO TAG	PC	COMPAQ	PRESARIO	UNKNOWN	
6.	12658	DIGITAL CAMERA	EPSON	PHOTO PC650	UNKNOWN	
7.	11639	PC	TANGENT.		UNKNOWN	
8.	14090	FAX	CANON	1060P	UNKNOWN	
9.	14490	LASER PRINTER	LEXMARK	TG630	UNKNOWN	
10.	14014	PC	COMPAQ	EVO	UNKNOWN	
11.	14013	PC	COMPAQ	EVO	UNKNOWN	

12.	14453	LASER PRINTER	HP	LASERJET 2300N	UNKNOWN	
13.	12009	SCANNER	HP	SCANJET ADF	UNKNOWN	
14.	14441	PC	HP	COMPAQ D220 MT	UNKNOWN	
15.	12891	FAX	CANON	CFX - 3500	UNKNOWN	
16.	12892	FAX	CANON	CFX - 3500	UNKNOWN	
17.	NO TAG	MONITOR	HP	1702	UNKNOWN	CNC4141YRX
18.	NO TAG	MONITOR	VISION	EZ17F	UNKNOWN	LAQ4302B02540
19.	NO TAG	MONITOR	HP	L1906	UNKNOWN	CNN61908C9
20.	NO TAG	MONITOR	HP	1702	UNKNOWN	CNN4020LDJ
21.	NO TAG	MONITOR	ACER	1715	UNKNOWN	ETL21021054430 00E3ED12
22.	NO TAG	MONITOR	ACER	1914	UNKNOWN	ETL23022145180 01D4ED4A
23.	NO TAG	MONITOR	ACER	1715	UNKNOWN	ETL13071204230 0382RH00
24.	NO TAG	MONITOR	ACER	1715	UNKNOWN	ETL21021355310 187AED22
25.	NO TAG	PC	PAVILION	XT 963	UNKNOWN	MX14109641
26.	12634	LASER PRINTER	LASERJET	2100 TN	UNKNOWN	
27.	12245	PC	COMPAQ	DESKPRO	UNKNOWN	

28.	12238	PRINTER	JETDIRECT	EX+	UNKNOWN	
29.	15472	17" LCD MONITOR	HP	L1740	UNKNOWN	
30.	13629	LASER PRINTER	LEXMARK	T520N	UNKNOWN	
31.	12591	PC	COMPAQ	DESKPRO EP	UNKNOWN	
32.	12845	PC	COMPAQ	DESKPRO EN	UNKNOWN	
33.	NO TAG	15" MONITOR	IBM	6331-47 N/C	UNKNOWN	66-AGWK8
34.	16203	17" LCD MONITOR	HP	L1740	UNKNOWN	
35.	15469	17" LCD MONITOR	HP	L1740	UNKNOWN	
36.	13801	PC	DELL	OPTIPLEX GX260	UNKNOWN	
37.	14159	PC	DELL	OPTIPLEX GX260	UNKNOWN	
38.	12847	PC	COMPAQ	DESKPRO EN	UNKNOWN	
39.	12420	DISK DRIVE	COMPAQ	LS-120	UNKNOWN	
40.	12773	DISK DRIVE	COMPAQ	LS-120	UNKNOWN	
41.	12836	DISK DRIVE	COMPAQ	LS-120	UNKNOWN	
42.	NO TAG	FLOPY DISK DRIVE	PANASONIC	TOUGHBOOK	UNKNOWN	DL1BA0166AAA
43.	NO TAG	FLOPY DISK DRIVE	PANASONIC	TOUGHBOOK	UNKNOWN	DL1BA0170AAA
44.	NO TAG	FLOPY DISK DRIVE	PANASONIC	TOUGHBOOK	UNKNOWN	DL1BA0174ARA

45.	NO TAG	3 COM OFFICE CONNECT 56K BUSINESS MODEM		3294	UNKNOWN	23X6B17AAC1V
46.	NO TAG	CD-ROM EXTERNAL CD-ROM PARALLEL 40X	KANGARU		UNKNOWN	A627721
47.	NO TAG	APC	SMART-UPS	700	UNKNOWN	NS9928231146
48.	NO TAG	CD-ROM	LG	CRN 8245B INTERNAL 24X	UNKNOWN	744CB027SMA1J Q
49.	NO TAG	COLOR INJET PRINTER	LEXMARK	Z22	UNKNOWN	22386441504
50.	NO TAG	PNP PA54 VALUE PACK	NETWORK DEVICES INC.	1-PA54 NONPOWERD STAR 32-PNP FILTERED BALUNS	UNKNOWN	96802 9966095
51.	NO TAG	12 WIRELESS AIR CARD 300	SIERRA		UNKNOWN	1200046
52.	14236	LAPTOP	COMPAQ	EVO N1020V	UNKNOWN	
53.	13718	LAPTOP	GATEWAY	450SX4	UNKNOWN	
54.	13465	PC	GATEWAY	E4000	UNKNOWN	
55.	13268	19" MONITOR	DELL	M991	UNKNOWN	
56.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B0504040006301 0
57.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B0504040009201 0
58.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B0504040009301 0

59.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B05040400052010
60.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B05040400053010
61.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B04121300100010
62.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B05040400094010
63.	NO TAG	WIRELESS GPS MODEM	SIERRA	775 MP SERIES	UNKNOWN	B05040400054010
64.	12602	PC	COMPAQ	IPAQ P733	UNKNOWN	
65.	13984	19" MONITOR	DELL	M992	UNKNOWN	
66.	12526	17" MONITOR	COMPAQ	S710	UNKNOWN	
67.	NO TAG	CREDIT CARD ETHERNET ADAPTER			UNKNOWN	9835420
68.	NO TAG	PRINTER TONER CARTRIDGE FOR FAX		FX4	UNKNOWN	
69.	NO TAG	TONER CARTRIDGE FOR LASER TONER COPIER		NPG-7	UNKNOWN	
70.	NO TAG	TONER CARTRIDGE		1380520	UNKNOWN	
71.	NO TAG	DRUM KIT		C4195A	UNKNOWN	
72.	NO TAG	TRANSFER KIT		C4196A	UNKNOWN	
73.	NO TAG	FUSER KIT		C4197A	UNKNOWN	

74.	NO TAG	TONER CARTRIDGE		95A	UNKNOWN	
75.	13961	PC	DELL	OPTIPLEX GX260	UNKNOWN	
76.	10772	PC			UNKNOWN	
77.	10771	PC			UNKNOWN	
78.	10770	PC			UNKNOWN	
79.	7477	MONITOR			UNKNOWN	
80.	7467	MONITOR			UNKNOWN	

cc: Caryn Ginter, Auditor
Surplus File

550-2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 20th day of November 20 09

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

Now on this day the County Commission of the County of Boone does hereby authorize the attached 2010 Payroll Schedule.

Done this 20th day of November, 2009.

ATTEST:

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

absent

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner
Acting Presiding Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

2010 Pay Dates

Payroll #	Pay Date	
1	Friday	January 8
2	Friday	January 22
3	Friday	February 5
4	Friday	February 19
5	Friday	March 5
6	Friday	March 19
7	Friday	April 2
8	Friday	April 16
9	Friday	April 30
10	Friday	May 14
11	Friday	May 28
12	Friday	June 11
13	Friday	June 25
14	Friday	July 9
15	Friday	July 23
16	Friday	August 6
17	Friday	August 20
18	Friday	September 3
19	Friday	September 17
20	Friday	October 1
21	Friday	October 15
22	Friday	October 29
23	Friday	November 12
24	Friday	November 26
25	Friday	December 10
26	Thursday	December 23

2009 Missouri State Office Closings

New Year's Day	Thursday, January 1, 2009
Martin Luther King, Jr. Day	Monday, January 19, 2009
Lincoln Day	Thursday, February 12, 2009
Washington's Birthday (Observed)	Monday, February 16, 2009
Truman Day	Friday, May 8, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Friday, July 3, 2009
Labor Day	Monday, September 7, 2009
Columbus Day (Observed)	Monday, October 12, 2009
Veterans Day	Wednesday, November 11, 2009
Thanksgiving	Thursday, November 26, 2009
Christmas Day	Friday, December 25, 2009

2010 Missouri State Office Closings

New Year's Day	Friday, January 1, 2010
Martin Luther King, Jr. Day	Monday, January 18, 2010
Lincoln Day	Friday, February 12, 2010
Washington's Birthday (Observed)	Monday, February 15, 2010
Truman Day	Friday, May 7, 2010
Memorial Day	Monday, May 31, 2010
Independence Day	Monday, July 5, 2010
Labor Day	Monday, September 6, 2010
Columbus Day (Observed)	Monday, October 11, 2010
Veterans Day	Thursday, November 11, 2010
Thanksgiving	Thursday, November 25, 2010
Christmas Day (Observed)	Friday, December 24, 2010

Missouri State Office Closings Info Line

(888) 390-9927 Toll Free

In an ongoing effort to increase efficiencies in state government all Missourians will now have access to call **(888) 390-9927** toll free for an updated announcement of state office building closures. The hotline will provide an invaluable tool